

TOWN OF FAIRHAVEN  
COMMONWEALTH OF MASSACHUSETTS  
CABLE TELEVISION RENEWAL LICENSE  
TO  
CABLEVISION INDUSTRIES CORPORATION  
BY  
TIME WARNER ENTERTAINMENT COMPANY, LP;  
MANAGED BY THE PRESIDENT  
GREATER BOSTON DIVISION

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COMMONWEALTH OF MASSACHUSETTS  
LICENSE RENEWAL  
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ARTICLE 1  
DEFINITIONS

Section 1.1      DEFINITIONS

For the purpose of this License, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

Basic Cable Service or Basic Services: The service tier which includes the retransmission of local television broadcast stations and access channels as defined in the Federal Cable Act, 47 U.S.C. 521 et seq.

Cable Communications Policy Act of 1984 ("CCPA"): Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. 521 et seq., amending the Communications Act of 1934, and effective on December 29, 1984, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102 - 385, and further amended by the Telecommunications Act of 1996, Public Law No. 104 - 104.

Cable Television System or Cable System: A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (i) a facility that serves only to re-transmit the television signals of one or more television broadcast stations; (ii) a facility that serves only subscribers in one or more multiple unit dwellings under common ownership, control, or management unless such facility or facilities uses any public right-of-way; (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Communications Policy Act of 1984, except that such facility shall be considered a



cable system [other than for purposes of section 621 (c)] to the extent such facility is used in the transmission of video programming directly to subscribers; or (iv) any facilities of any electric utility used solely for operating its electric utility systems.

CMR: Code of Massachusetts Regulations

Commission: The Massachusetts Community Antenna Television Commission, also known as the Massachusetts Cable Television Commission, or any successor agency.

Complaint: Any written or verbal contact with Licensee in which a person expresses dissatisfaction with an act, practice, policy or service of the cable system, otherwise, any other accepted definition promulgated by the Commission or the FCC.

Downstream Channel: A channel over which signals travel from the Cable System headend to an authorized recipient of programming.

Educational Access: Any channel(s) which have been allocated by the Licensee for educational access purposes, in accordance with 47 U.S.C. 531.

FCC: The Federal Communications Commission, or any successor agency.

Gross Annual Revenues: Any and all compensation received by the Licensee which is derived from the operation of the cable television system within the Town of Fairhaven, provided, however, that gross annual revenues shall not include any taxes on services furnished by the Licensee imposed directly or indirectly on any subscriber by any state, city or other governmental unit or third party and collected by the Licensee on behalf of such entity; and, provided further, that gross annual revenues shall exclude adjustments to cash receipts and non-operating cash receipts for bad debts, refunds, credit adjustments, returned checks and sales of system assets not occurring in the ordinary course of business.

Headend: The facility where incoming signals, including those of television broadcast stations, satellite services, microwave transmission and locally originated access signals are received and otherwise processed for redistribution to subscribers and other Cable System locations.

Institutional Network: ("I-Net"): The separate four hundred Megahertz (400 MHz) cable, consisting of upstream and downstream channels for the non-commercial use of the Issuing Authority and its designees in accordance with the terms hereof and for the commercial or non-commercial use of the Licensee.

Issuing Authority: The Board of Selectmen of the Town of Fairhaven, Massachusetts.

Licensee: Massachusetts Cablevision Systems Limited Partnership, Time Warner Entertainment Company, LP; managed by the President, Greater Boston Division or any successor or transferee in accordance with the terms and conditions in this License.

Municipal Access: Any channel which has been allocated by the Licensee for use by the Town of Fairhaven, the Issuing Authority or its designee(s) in accordance with 47 U.S.C. 531.

Pay Cable or Premium Services: Programming delivered for a fee or charge to subscribers on a per-channel basis, per program or part-day basis, or as may otherwise be lawfully packaged by the Licensee as a pay cable or premium service.

Pay-Per-View: A type of pay cable or premium service delivered for a fee or charge to subscribers on a per-program basis.

Programming: Any video, audio, text or coded or uncoded data signals carried over the Cable Television System.

Public Access: The availability for use by any resident of, or organization based in, Fairhaven/Acushnet, designated facilities, equipment and/or channels of the Cable Television System, as provided in this License, by the Licensee, and in accordance with 47 U.S.C. 531.

Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, alleys, sidewalks, lanes, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, and public grounds and all other publicly owned real property or real property rights under the jurisdiction of the Town within or belonging to the Town, or over which the Town has an easement or right-of-way, or to which the Town has rights compatible with the installation of cable and ancillary equipment pursuant to this Renewal License, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

Subscriber: Any person, firm, corporation or other entity who or which elects to subscribe to, for any purpose, a service provided by the Licensee by means of, or in connection with, the Cable Television System.

Subscriber Network: The network to be owned and operated by the Licensee, over which video, audio, text and data signals can be transmitted to Subscribers.

System Activation: The initial operation of all or a portion of the multichannel services provided by the Cable Television System and related apparatus such that the signals required and authorized to be transmitted pursuant to this Renewal License are available at potential Subscriber's taps.

Town: The Town of Fairhaven, Massachusetts

Upstream Channel: A channel over which signals travel over the cable system to the Headend from remote points of origination.

VCR: Video Cassette Recorder

ARTICLE 2  
GRANT AND TERM OF LICENSE

Section 2.1 GRANT OF LICENSE

Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts and the Cable Communications Policy Act of 1984, and subject to the terms and conditions set forth herein, the Board of Selectmen of the Town of Fairhaven acting as the Issuing Authority of the Town, hereby grants a cable television Renewal License to the Licensee, authorizing and permitting the Licensee to construct, rebuild, upgrade, install, operate and maintain a Cable Television System within the corporate limits of the Town of Fairhaven. Such Renewal License shall be non-exclusive, revocable, transferable and renewable in accordance with applicable law and the terms hereof.

Section 2.2 RIGHTS AND PRIVILEGES OF THE LICENSEE

Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to construct, upgrade, install, operate and maintain a Cable Television System in, under, over, along, across or upon the streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public ways or places in the Town of Fairhaven within the municipal boundaries and subsequent additions thereto, including property over, under, or in which the Town has an easement or right-of-way, for the purpose of cable television system reception, transmission, collection, amplification, origination, distribution, or redistribution of video, data, text, audio or other signals in accordance with the laws of the United States of America, the Commonwealth of Massachusetts and the Town of Fairhaven. In exercising rights pursuant to this Renewal License, the Licensee shall not knowingly endanger or interfere with the lives of persons, interfere with any installations of the Town, any public utility serving the Town or any other person permitted to use public ways and places, nor unnecessarily hinder or obstruct the free use of public ways and places.

Section 2.3 APPLICABLE LAW

This Renewal License is granted under and in compliance with Chapter 166A of the General

Laws and all other general laws and acts of the Legislature, and in compliance with all applicable federal law, including, but not limited to, all rules of the Federal Communications Commission ("FCC"), as may be amended, from time to time, and all other local, state and federal rules and regulations in force and effect during the period for which this Renewal License is granted. This Renewal License is subject to all rules and regulations of the Massachusetts Community Antenna Television Commission. Any reference herein to federal and state law, whether statutory or regulatory, shall be deemed to encompass the present terms thereof as amended from time to time during the Renewal License term.

#### Section 2.4 TERM OF LICENSE AND RENEWAL

This Renewal License shall commence upon June 15, 1996, and terminate upon June 14, 2006. Early termination of this Renewal License may be effected by (i) revocation in accordance with existing federal and state law and Section 7.22 of this Renewal License; or (ii) surrender of such Renewal License to the extent and under conditions permitted by law.

#### Section 2.5 TRANSFER AND ASSIGNMENT OF RENEWAL LICENSE

(a) To the extent required by M.G.L. c. 166A, sec. 7, this Renewal License or control thereof may be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any person, company or other entity holding such License to any other person, company or other entity, with the prior written consent of the Issuing Authority, which consent shall not be unreasonably or arbitrarily withheld. In accordance with applicable law, the Issuing Authority shall schedule, or participate in, a public hearing on a petition to transfer this Renewal License within sixty (60) days of receipt of such petition, provided the Licensee has provided the Issuing Authority with all information requested, who shall render a decision within one hundred and twenty (120) days of receipt of such petition. Such consent shall be given only after a public hearing upon a written application therefor as provided by the Commission and on forms prescribed by the Commission. The application for transfer consent shall be signed by the Licensee and by the proposed transferee or assignee, or by their authorized representatives.

(b) In the event that Licensee deems a transfer to be internal in nature, and not subject to applicable transfer law, it may seek an advisory opinion from the Commission requesting such interpretation and shall give written notice to the Issuing Authority of any such request.

(c) In considering a request to transfer control of this Renewal License, the Issuing Authority shall consider, subject to applicable law, such factors as the transferee's financial capability, management experience, technical expertise, legal ability and other criteria allowable under law, and request such information as allowable under law.

(d) For purposes of this section, the word "control" shall be consistent with the definition of such term found in 207 CMR 4.00 ,if in affect, or applicable law.

(e) The consent or approval of the Issuing Authority to any assignment, lease, transfer, sublease, or mortgage of the Renewal License granted to the Licensee shall not constitute a waiver or release of the rights of the Town under this Renewal License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of this Renewal License.

(f) The Licensee shall promptly notify the Issuing Authority ,in writing, of any action or proposed action requiring the consent of the Issuing Authority pursuant to Section 2.5.

(g) The Licensee shall submit to the Issuing Authority an original and ten (10) copies of application form required by state of federal law.

(h) Any proposed controlling or owning person or transferee approved by the Town shall be subject to all terms and conditions contained in this Renewal License.

(i) Any transfer of the Cable System without complying with this Section 2.5 above shall be null and void, and may be deemed a material breach of this Renewal License.

(j) Subject to M.G.L. 166a, s 11(e), if the Issuing Authority denies its consent to any such action

and a transfer has nevertheless been effected, the Issuing Authority may revoke and terminate this Renewal License.

(k) The grant or waiver of any one or more of such consents shall not render unnecessary any subsequent consent or consents, nor shall the grants of any such consent constitute a waiver of any other right of the Town.

(l) Notwithstanding the foregoing, a mortgage or other grant of a security interest in this Renewal License, the Fairhaven Cable Television System or assets or ownership thereof, to a bank or other lender shall not be deemed a transfer requiring consent of the Issuing Authority unless such mortgagee or holder of a security interest assumes or exercises control of the Cable Television System.

#### Section 2.6 NON-EXCLUSIVITY OF GRANT

This Renewal License shall not affect the right of the Issuing Authority to grant to any other person, company or other entity a License or right to occupy or use the streets, or portions thereof, for the construction, installation, operation or maintenance of a cable television system within the Town of Fairhaven or the right of the Issuing Authority to permit the use of the public ways and places of the Town for any purpose whatsoever. The issuance of any additional License by the Town of Fairhaven, or any additional Town of Fairhaven authorization, shall be on substantially the same terms and conditions as those contained in this agreement or such terms and conditions equitably modified to reflect any differences between this Renewal License and any additional License(s), or any other Town of Fairhaven authorizations, in terms of benefit to the respective Licensee, including, but not limited to, such considerations as length of term, extent of License area, franchise fee, support for public, educational and governmental access programming, equipment grants and purchases, facilities, drops and services to public buildings, I-Net, local office requirements, customer service standards and system design and construction, so long as both the Town and the Licensee mutually agree, in writing, on such terms. The issuance of any additional License(s) shall also be subject to M.G.L. Chapter 166A and any licensing regulations thereunder.

## Section 2.7 POLICE AND REGULATORY POWERS

By executing this Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general ordinances and by-laws necessary to the safety and welfare of the public. The Licensee shall comply with all applicable laws, by-laws and ordinances enacted by the Town pursuant to any such powers.

## Section 2.8 REMOVAL OR ABANDONMENT

Upon termination of this Renewal License by passage of time or otherwise, and unless the Licensee renews its License for another term or the Licensee transfers its License to a transferee approved by the Issuing Authority, the Licensee shall remove its supporting structures, poles, transmission and distribution systems and all other appurtenances, but, at the discretion of the Issuing Authority, not its underground cable and/or conduit, from the public ways and places and shall restore all areas to the condition they were in immediately preceding removal, unless the Issuing Authority approves transfer of the property. If such removal is not completed within six (6) months after such termination, the Issuing Authority may deem any property not removed as having been abandoned, and the Issuing Authority may dispose of the same in any way or manner it deems appropriate without liability of any type or nature to the Licensee.



Section 2.9      PROCEEDING UPON EXPIRATION OR REVOCATION OF LICENSE

In the event that this License is revoked, and all appeals have been exhausted, or that it expires, and that the Issuing Authority determines not to renew this Renewal License and all appeals have been exhausted, the Issuing Authority and the Licensee shall implement the provisions of Section 627 of the Cable Act, 47 U.S.C. 547, by transferring the cable system to the Town or a subsequent License in accordance with 47 U.S.C. 547.

## ARTICLE 3

### SYSTEM DESIGN, CONSTRUCTION AND OPERATION

#### Section 3.1 RESIDENTIAL CABLE SYSTEM AND REBUILD

(a) Licensee shall construct and operate a two-way capable Cable Communications System with addressable technology available to all subscribers that will provide channel capacity of at least 550 MHz of bandwidth. The upgrade or rebuild of the existing system to 550 MHz shall be completed within twenty-eight (28) months from the Effective Date hereof and upon completion of said upgrade or rebuild, the Licensee shall certify completion of same in writing to the Issuing Authority. The upgrade or rebuild shall be considered complete when the service area, as described in Section 3.3, in Fairhaven is able to receive the level of bandwidth, as prescribed herein, resulting from the upgraded or rebuilt system. Said upgrade or rebuilt system may be designed for having 550 MHz analog signal transmission with the capacity for not less than seventy-five (75) video channels. The backbone or trunk cable connecting Licensee's headend to the system as well as backbone or trunk cable extensions to local distribution nodes, shall utilize fiber-optic wires and fiber-to-the-feeder architecture in all instances where technology will result in an appreciable signal quality improvement.

(b) Forty-five (45) days prior to activation of the upgraded or rebuilt system, Licensee shall use best efforts to provide the Issuing Authority with notice of activation, including the planned channel line-up of the new system to the extent the Licensee has actual knowledge of said channel line-up.

(c) All signals will be received and re-transmitted at the Fairhaven Headend. The headend shall be capable of receiving all commercially available satellite channels provided by the Licensee. Headend and other reception facilities will be equipped with all equipment necessary to receive, process and deliver all signals carried on the system. Licensee may relocate its Headend from the Town of Fairhaven provided it can

demonstrate that such new Headend provides at least equal technical performance to Fairhaven subscribers and that not less than ninety (90) days prior to such relocation it certifies in writing to the Issuing Authority that the Headend relocation will maintain or improve signal quality and includes with such certification a detailed explanation of the same. The signal distribution system shall allow the possibility of providing signals to the Fairhaven Cable System which are in addition to those provided to other municipalities served by the Headend. Any signal imported to the Fairhaven Headend from earth stations or microwave receive sites not located at such Headend, shall be transported to the Headend by fiber technology or other methods, determined by the Licensee, providing equivalent quality of transmission.

### Section 3.2 CHANGE-OVER PROCEDURES

Prior to the activation of the rebuilt or upgraded system to be provided, pursuant to Section 3.1, the Licensee shall implement the following change-over-procedures:

- (a) Not less the thirty (30) days before any subscriber is changed-over to the rebuilt or upgraded system, the Licensee shall inform affected subscribers of, among other topics, the method of system change-over, the timetable for the change-over, the Licensee's service(s), VCR compatibility, increased channel capacity and programming and all rates and charges.
- (b) On a regular basis, no more than bi-monthly, the Licensee shall publish the areas that are subject to change-over in at least one (1) local newspaper of general distribution in the Town.
- (c) There shall be no installation charges to then existing subscribers for change over to the rebuilt or upgraded system for any subscriber who maintains the same general level of service.
- (d) If after the rebuild or upgrade, or any further expansion of channel capacity under this Renewal License, Licensee has knowledge that there are subscribers who are using converters which are not capable of receiving the fullest level of non-premium programming to which they subscribe, then Licensee shall contact such subscribers and offer to supply them with a new converter. If Licensee does

not have knowledge of particular individuals who need such new converters, but does have knowledge that there are subscribers who need them, it shall advertise at least once the availability of the new converters in one (1) local newspaper of general distribution in the Town.

(e) Licensee shall submit to the Issuing Authority detailed reports on the progress of the rebuild or upgrade every two (2) months following commencement of same.

### Section 3.3 SERVICE AREA

The service area, which shall not be reduced by the Licensee, shall be the entire Town of Fairhaven. Said service area shall include all residential dwelling units and may include certain industrial and commercial municipal sections of the Town subject to the terms described in Section 3.6.

### Section 3.4 LINE EXTENSION PROCEDURES

The Cable Television System shall be extended automatically to newly constructed residential units or subdivisions, at no charge to the Town as set forth below, from the existing cable plant to any and all areas of the Town, subject to subscribers being responsible for installation charges and charges for non-standard drops in accordance with Section 3.6 below of this Renewal License and herewith. When Licensee has knowledge of new subdivision trenching, provided it is afforded reasonable access and a reasonable amount of time to purchase materials, provide contract labor if necessary and install its cable, it shall install its cable lines when trenches are open. Licensee shall cooperate with the Town's Planning Board to identify the location of such new subdivisions.

### Section 3.5 CONSTRUCTION MAPS

Upon written request of the Issuing Authority, the Licensee shall file with the Issuing Authority maps of existing and newly constructed cable system plant, but not more than once a year.

### Section 3.6 SERVICE TO RESIDENTIAL DWELLINGS

The Licensee shall make its service available to every residential ( non-commercial ) dwelling in the service area in the Town, except units located within commercial properties not passed by cable, regardless of the type of dwelling, or its geographical location unless legally prevented from doing so. Installation costs shall be non-discriminatory except that an additional charge for time and materials may be made for customized installation within a subscriber's residence or except when the Licensee is engaged in marketing promotions. Any dwelling unit within two hundred fifty (250) feet of the existing cable plant shall be entitled to a standard aerial installation rate. Any aerial installation over two hundred fifty (250) feet from the existing cable plant requiring trunk or distribution type construction shall be considered non-standard and provided at a rate based upon actual cost and a reasonable return on investment. Underground installation shall be considered standard and therefore subject to standard underground installation rates within two hundred fifty (250) feet of the existing cable plant, provided no trunk or distribution type construction is required and sub surface is dirt or similar soft surface. Underground installations within two hundred fifty (250) feet of the existing cable plant requiring trunk or distribution type construction or involving a hard surface or that require boring through rock or under sidewalks, streets, flower bedding, etc., are considered non-standard installations and shall be provided at a rate based upon actual cost and a reasonable return on investment. Installations more than two hundred fifty (250) feet from existing cable plant requiring trunk or distribution type construction or involving a hard (concrete or asphalt, etc.) surface shall be provided at a rate based upon actual cost and a reasonable return on investment.

### Section 3.7 SERVICE TO BUILDINGS OTHER THAN PUBLIC SCHOOLS

The Licensee shall provide, install and maintain an activated drop and outlet of Basic Cable Service, without charge to the Town for such drops or services, to any public building in the Town including all public libraries, police and fire stations and other public charities, as determined by Massachusetts law and as designated in writing by the Issuing Authority. Any such public buildings or public charities receiving such service as of the expiration date of the prior license shall continue to receive such service. The Issuing Authority may request a maximum of ten (10) additional outlets cumulatively, which the Licensee will install within ninety (90) days for an aerial installation and within six (6) months for an underground installation of a request for such an outlet, so long as all such outlets are along the existing cable system as of the Effective Date of this Renewal License. Notwithstanding the foregoing, public libraries shall in addition to receiving such Basic Cable Service receive the satellite service(s) supporting "Cable in the Classroom" programming which is carried on the Fairhaven Cable System and provided by the Licensee.

### Section 3.8 SERVICE TO PUBLIC SCHOOLS

(a) Upon completion of the Upgrade and within one hundred and twenty (120) days of receiving written notification specifying the locations and Issuing Authority's designated Public School Administration contact person (acting in a position of Principal or higher level of management in the Fairhaven Public School System), the Licensee shall provide each Fairhaven Public School, at no charge to the Fairhaven Public Schools or the Town, with outlets of two-way Institutional Network service and subscriber cable service, including those non-premium, non-PPV satellite services which support "Cable in the Classroom" programming carried on the Fairhaven Cable System and provided by the Licensee. The total number of the above mentioned activated outlets shall be equal to the number of Fairhaven Public School Buildings, multiplied by the number of total floors supporting student "classroom" instruction in all the Fairhaven Public School Buildings, multiplied by two (2). Such activated outlets shall be located as directed by the written request of the Issuing Authority, or their designated Public School Administration contact person. The Licensee shall equip such locations with converters, if necessary, without charge to the Fairhaven Public Schools or the Town, or means of technology in order to receive

such service. The Licensee shall maintain converters, if necessary, and cable plant for normal wear and tear, but the Fairhaven Public School Department shall be responsible for repairs or replacement necessitated by acts of vandalism, theft or other extraordinary circumstances. The Licensee shall discuss the location of each connection with the proper officials of the public schools prior to the installation of said service.

(b) The Licensee shall provide its technical advice, without charge to the Fairhaven School Department, should the Fairhaven School Department undertake to wire, at its own expense, additional public classrooms for cable service or I-Net services. The School Department shall insure that such wiring conforms to the Licensee's technical standards and shall not result in signal leakage beyond acceptable FCC standards. Should this wiring not meet the FCC's signal quality standards or result in unacceptable leakage in violation of the FCC signal leakage standards, the Fairhaven School Department, will at its sole cost and expense, promptly terminate use of such wiring until such time as the deficiency is corrected. The Licensee shall provide technical advice to the Fairhaven School Department to help cure such deficiency.

(c) In the event of the construction of new Town of Fairhaven Public Schools during the term hereof, the Licensee shall be subject to the same terms and conditions described in (a) and (b) above, unless otherwise provided by law or agreement.

### Section 3.9 STANDBY POWER

The Licensee shall maintain standby power at the Headend Facility. Such standby power shall have continuous capability, contingent upon availability of fuel necessary to operate standby generators, which shall become activated automatically upon the failure of normal power supply, and shall be installed within three (3) months of the effective date of this License and shall be available for the upgraded system as soon as any part of said upgraded system is activated.

### Section 3.10 TREE TRIMMING

In the installation, maintenance, operation and repair of the poles, cable, wire and all appliances or equipment of the cable system, the Licensee shall avoid unnecessary damage to trees whether on public or private property in the Town and shall cut or otherwise prune such trees only to the

least extent necessary. No cutting of trees on Town property, except for public ways, shall be done except upon a permit in writing from the Town Tree Warden or other appropriate municipal official or in accordance with the applicable regulations or requirements of the Town. Licensee shall make its best effort to secure the permission of the property owner prior to reasonable tree trimming.

### Section 3.11 UNDERGROUND WIRING OF UTILITIES

In areas of the Town in which telephone lines and electric utility lines are being placed underground, after the Effective Date of this License, whether required by by-law or not, all of the Licensee's cable and wires shall be underground, subject to M.G.L. Ch. 166. Underground cable lines shall be placed according to any Highway Department or other Town By-laws. It is the policy of the Town that existing poles for electric and communication purposes be utilized wherever possible and that underground installation is preferable to the placement of additional poles. When possible, the Licensee shall be able to use the underground conduit maintained by the Town provided that such use is i) reasonable, ii) at no charge to the Town and iii) does not interfere with the Town's use of said conduit(s). Any such use by the Licensee shall be subject to the advance notification and approval of the Town and the right of the Town to supervise any such use. If required by applicable law, the Licensee shall maintain membership and participate in the Massachusetts "DIG-SAFE" program established pursuant to M.G.L., Ch 82, § 40.

### Section 3.12 PEDESTALS AND VAULTS

In any cases in which vaults housing passive devices are to be utilized, in the Town public ways or within the Town public lay-out, such equipment must be flush at ground level or completely buried (in accordance with applicable Public Works Department regulations); provided, however, that the Licensee may place active and passive devices (i.e. amplifiers, line extenders, power supplies, splitters, taps, etc.) in a low-profile, above-ground electronic control box, at Town approved locations to be determined when the Licensee applies for an underground permit, which shall not be unreasonably denied. All such equipment shall be shown on the construction maps submitted to the Town in accordance with Section 3.5 herein.



### Section 3.13 RESTORATION TO PRIOR CONDITION

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any public way or public place, it shall be replaced and the disturbed surface restored in as good condition as before entry as soon as practicable. If the Licensee fails to make such restoration, the Town may fix a reasonable time and notify the Licensee in writing of the restoration required and the time fixed for performance. Upon failure of the Licensee to comply within the time specified, the Town may cause proper restoration and repairs to be made and the reasonable expense of such work as itemized shall be paid by the Licensee upon demand by the Town, or otherwise, subject to the Letter of Credit provision of Section 7.4 of this License.

### Section 3.14 COOPERATION WITH BUILDING MOVERS

To the extent required by Massachusetts law, the Licensee shall, following the request, with at least ten (10) business days notice, of any person holding an appropriate permit issued by the Town, temporarily raise or lower its lines or other equipment to permit the moving of any building or other structure.

### Section 3.15 RELOCATION OF FACILITIES

The Licensee shall, at no charge to the Town, temporarily or permanently relocate any part of the cable system when required by the Town for good reason such as traffic, public safety, street construction, change or establishment of street grade, installation of sewers, drains, water pipes, power or signal lines or setting of new or replacement utility poles or the construction of any public improvement or structure. In this respect, the Licensee shall be treated on par with any affected utilities. If allowable under applicable law, such cost due to the enforcement of this section may be passed through by the Licensee.

### Section 3.16 TOWN USE OF THE LICENSEE'S POLES AND CONDUIT

The Town shall have the right, to attach to any pole erected by the Licensee and to place in any of the Licensee's conduits, its own cable and equipment to be used for fire, police and other governmental communications purposes where space permits, excluding the use of providing competing cable service. All such placements by the Town shall conform with all applicable rules

and regulations, shall cause no additional expense to the Licensee (that is, all costs for such placements by the Town shall be borne by the Town), and such placements by the Town shall not interfere with the routine operation by the Licensee of its Cable Television System. The Licensee shall notify the Town of any plans for installation of conduit and cooperate with the Town as to its type and location so as to best enable the Town to use it, again provided there is no additional expense to the Licensee. If the Licensee removes its installation from conduits where municipal equipment or cable is present, it shall provide notice beforehand to the Town. The Licensee shall be held harmless from any damages to the Town cable or wiring resulting from its non-negligent removal of its own installations.

#### Section 3.17 RELOCATION OF FIRE ALARMS

The Licensee shall reimburse the Town at cost for any reasonable expense including materials and labor caused by relocation of any fire alarm cable or equipment to make poles ready for the Licensee's cable. The Town shall cooperate in this relocation so as to minimize delay in the Licensee's construction schedule.

#### Section 3.18 SERVICE INTERRUPTION

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt service during for a substantial period of time for the purpose of system construction, routine repairing or testing of the Cable System, in a manner designed to minimize interruption. Except during a system upgrade or rebuild, if such repairing or testing is expected to affect a substantial number of subscribers, Licensee shall give subscribers a minimum of twenty-four (24) hours notice explaining the expected interruption. Said notice shall include notice over the public access channel bulletin board.

#### Section 3.19 RIGHT TO INSPECTION OF CONSTRUCTION

The Issuing Authority or its designee shall have the right to inspect all construction, installation and/or upgrade work along the public ways performed subject to the provisions of this License and to make such tests as it shall deem necessary to ensure compliance with the terms and conditions of this License and all other applicable law. Any such inspection(s) shall not interfere

with the Licensee's operations, except with respect to an inspection by a public safety official in emergency situations. The Town shall give prior notice of any inspection to the Licensee, and Licensee shall have the right to accompany the Town's inspectors.

#### Section 3.20 CONSTRUCTION, MAINTENANCE AND TECHNICAL STANDARDS

(a) The Licensee shall construct and operate a Cable Television System and render efficient service to subscribers consistent with all applicable regulations during the term of this License. The construction, maintenance and operation of the Cable Television System and all equipment thereunder for which this License is granted shall be in conformance with the applicable provisions of the National Electrical Code (Article 820), the Massachusetts Electrical Code, the National Electrical Safety Code, the NCTA Safety Manual, the National Television Standards Code and the rules and regulations of the Occupational Safety and Health Administration (OSHA), the Massachusetts Community Antenna Television Commission and the FCC, including but not limited to the FCC's signal quality standards, all building and zoning codes, and all land use restrictions as the same exist or may be amended hereafter. Upon written request of the Issuing Authority, the Licensee shall notify the Issuing Authority when it conducts tests and files test results with the FCC and provide copies of such tests results to the Issuing Authority.

(b) All structures, lines, equipment, and connections in, over, under, and upon streets, sidewalks, alleys, and public ways and places of the Town, wherever situated or located, shall at all times be kept and maintained in a safe condition and in good order and repair.

#### Section 3.21 MAINTENANCE LOG

The Licensee shall maintain an annual log showing the date, approximate time and duration, type and probable cause of all Cable Television System outages affecting ten (10) or more subscribers, whole or partial, due to causes other than routine testing or maintenance. The foregoing may be satisfied by compliance with the Massachusetts Cable Television Commission regulation on reports on significant interruptions and outages. All entries in such log shall be retained by the Licensee for one (1) additional year and shall be subject to inspection and copying by the Issuing Authority or its designee during the Licensee's regular business hours upon reasonable request.

### Section 3.22 SYSTEM INTERCONNECTION

The Licensee shall make its best efforts to continue to interconnect the Fairhaven Public Access channel with the New Bedford public and educational access channels subject to the provisions of this section. Licensee shall make its best efforts to interconnect the Fairhaven Public Access Channel with other adjacent system's access and local origination channels upon the written directive of the Issuing Authority subject to the following limitations. Interconnection of the systems or channels may be done by direct cable connection, microwave link, satellite, or other appropriate method as determined by Licensee. Upon receiving the written directive of the Issuing Authority to interconnect a system or channel, the Licensee shall within a reasonable period of time initiate negotiations with the other affected system(s) in order that costs may be shared equally for both construction and operation of the interconnection link. The Licensee may be granted reasonable extension of time to interconnect upon reasonable petition of Licensee. The Issuing Authority shall grant said request if Licensee has negotiated in good faith and has failed to obtain an approval from the system or systems of the proposed interconnection, or if the cost of the interconnection would cause an unreasonable increase in subscriber rates. A petition for relief based on rate increases shall document, in detail, the actual costs and their specific effect on rates. In the event the Fairhaven Board of Selectmen fail to approve or disapprove said request within thirty (30) days after Licensee has made its request, said request shall be deemed to have been granted. The Licensee shall cooperate with any interconnection corporation, regional interconnection authority or municipal, county, state and federal regulatory agency which may be hereafter established for the purpose of regulating, financing, or otherwise providing for the interconnection of cable systems beyond the boundaries of the Town of Fairhaven.

### Section 3.23 EMERGENCY REMOVAL OF PLANT

If, at any time, in case of fire or disaster in the Town, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee, to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the Town shall have the right to do so at the sole cost of the Licensee, subject to future pass through if allowed by federal law. In such case, the Town shall notify the Licensee of the cables which have been cut or

removed.

#### Section 3.24 PRIVATE PROPERTY

The Licensee shall be subject to all laws, by-laws or regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable Television System in the Town. Licensee shall promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, upgrade, installation, operation or maintenance of the Cable Television System at its sole cost and expense. The installation and operation of the Licensee's cable plant shall not create any disturbance of or nuisance to private property in the Town.

#### Section 3.25 QUALIFICATIONS OF CONSTRUCTION PERSONNEL

Upon written request of the Issuing Authority, the Licensee shall provide the Issuing Authority with the names and addresses of any construction companies, or if operating as individuals, the names and addresses of such individuals, who will be sub-contracted by the Licensee to perform construction obligations of the Licensee under this License. Furthermore, the Licensee shall, upon written request of the Issuing Authority, furnish the names of persons and their addresses and telephone numbers, who can serve as references for such construction sub-contractors.

#### Section 3.26 NOTICE CONCERNING CONSTRUCTION ACTIVITIES

Upon written request of the Issuing Authority, Licensee shall, on a bi-weekly basis during periods of active system construction, supply either a list or map of areas of the Town which will be under construction in the following week to the Town's Chief of Police. Licensee shall, in the event of a system rebuild, also use notices in newspapers and Cable System electronic bulletin boards to notify Fairhaven citizens about the time and place of various construction activities. The Licensee's construction teams which are working in the Town shall exert a good faith effort to identify themselves and their equipment as working for the Licensee.

ARTICLE 4  
LOCAL ORIENTATION AND ACCESS

Section 4.1 LOCAL ORIENTATION AND ACCESS

(a) The Licensee shall continue to maintain and operate a local programming studio (the "studio") in the Town of Fairhaven, Massachusetts for the production and cablecasting of both locally produced and access programming. Such programming shall include public educational and governmental access programming and Licensee produced programming, which programming shall be on dedicated local channels in accordance with the terms hereof. Local origination programming rules shall be at the sole discretion of Licensee and not subject to the same rules pertaining to public, educational and governmental access. For informational purposes only and upon written request of the Issuing Authority, Licensee shall submit a copy of its operating procedures to the Issuing Authority. Local origination and public, educational and governmental programming produced with equipment provided by Licensee at its Fairhaven studio shall be cablecast exclusively in and only on the Fairhaven/Acushnet system, except that such access productions may be cablecast on other cable operator's systems, subject to approval by the Licensee. Should the Licensee decide to relocate its studio to another Fairhaven location, rebuild and relocation costs shall not be passed through to subscribers. Such relocated studio, if any, shall be at least equivalent in square footage (plus or minus 15%), and have a studio and facilities comparable to that existing at the time of execution of this Renewal License.

(b) Licensee shall maintain current studio staff levels and studio expenditure levels maintained under the prior license, except as may be required for adjustments in normal operating expenses. Upon written request of the Issuing Authority, Licensee shall submit to the Issuing Authority a report of the previous year's operating expenditures related to local origination and access, in reasonable detail and in accordance with Generally Accepted Accounting Principles for the studio during the renewal term hereof and such request shall not exceed more than one per year.

(c) Licensee's studio staff shall include, at a minimum, a full-time staff person or contractor who shall be responsible for coordinating the cablecasting of local programming on the public access

channel in the Fairhaven/Acushnet system, including Licensee's coverage of a reasonable amount of community events and provide periodic training to access users. Licensee shall exercise best efforts to schedule local and public access programming cablecasting such that access as well as Licensee produced programming are cablecast at times most likely to be seen by viewers, as reasonably determined by the Licensee.-

(d) The local programming studio provided under Section 4.1(a) shall be under the management of the Licensee, but subject to public, educational and governmental access in accordance with the terms hereof. Access channels shall be available for student, teacher, public and municipal use for educational, public and governmental programming and training in accordance with the access provisions of this Renewal License and the Cable Act, 47 U.S.C. 531. Any resident of the Town, or any organization based in the Town, shall have the right to produce programming on the public access channel, and shall have the access to the facilities and equipment, upon completion of a training program, or upon periodic certification of proficiency by the Licensee, and shall have access to training. As a pre-condition of access, producers shall execute the Written User Form provided for in Section 4.1(o).; -Public Access shall be subject to rules, if any, established jointly by the Licensee and Issuing Authority. The number of operating hours for the studio shall be not less than forty (40) per week, including eight (8) hours after 5 PM and four (4) hours on Saturdays.

(e) Licensee shall continue to offer regularly scheduled opportunities for access users to obtain production and post-production training and access to equipment and shall cablecast making subscribers aware of the availability of same. Scheduled training sessions need not be staffed unless Licensee receives prior notice of four (4) anticipated attendees. Said training shall include specific video production and editing curricula and subject matter covering the fundamentals of video production and editing as determined by the Licensee and attached hereto, for informational purposes. (see Schedule 4.1 (e))

(f) An inventory of the existing studio, mobile production equipment and modulators, as of the

expiration of the prior license, is attached hereto as Schedule 4.1(f). Licensee shall maintain and replace said equipment, as it reasonably deems necessary, to insure the quality of access productions as of the Effective Date of this Renewal License.

(g) Licensee shall within one hundred and eighty (180) days from the effective date hereof, provide in addition to the existing equipment and facility: sixty-two thousand dollars (\$62,000) of new studio equipment plus thirty-eight thousand dollar (\$38,000) for a portable production unit, including but not limited to, two (2) one-half inch (1/2") camcorders and one (1) generator, substantially equivalent to the Portable Equipment list in Schedule 4.1 (g) attached hereto.

(h) All portable camcorder units and associated equipment shall be available on a first come first serve basis for Licensee's Fairhaven System upon seven (7) regular business days prior notice or shall be available upon fewer days notice, based on current availability. Portable camcorder units and associated equipment shall be available to access producers trained and periodically qualified in the use of such equipment.

(i) Licensee shall continue to maintain a studio mobile production van until receipt of the portable production unit described in section 4.1(g). Such portable production unit shall be able to produce live remote origination cablecasting and shall be available to access producers trained and qualified in the use of such equipment subject to the policies and procedures established by the Licensee for said equipment and its usage. While the mobile production van remains in operation, Licensee shall at its discretion provide access producers with access to the mobile production van upon thirty (30) days prior notice to Licensee and upon reasonable considerations established by the Licensee which shall at a minimum include; that the mobile production van shall at all times be accompanied by the Licensee's staff while being utilized by an access producer. In accordance with this section and while in service, Licensee shall continue to equip said van to function equally to that as at the Execution of this Renewal License.

(j) Licensee shall continue to allocate three (3) downstream channels for the Licensee and access



productions as follows: One, shall be reserved for and dedicated to both community programming, provided by the Licensee, and public access programming. One, shall be used for educational access programming as determined by the Fairhaven Superintendent of Public Schools, or his/her designee. The other, shall be reserved and dedicated for governmental access programming as determined by the Issuing Authority. ~~Prior to that time, the access channels will continued to be shared with the Town of Acushnet.~~ Within six (6) months of the upgrade or rebuild completion date pursuant to Section 3.1(a), the educational and governmental channels shall be for Fairhaven use only. **Prior to that time, the access channels will continued to be shared with the Town of Acushnet.**

(k) Any channel used in whole or in part for the purpose of municipal access television programming may be used by municipal departments and agencies to inform subscribers about town government, services and local issues. Such a municipal access channel shall be subject to reasonable operating rules as the Issuing Authority may adopt. Until completion of the Rebuild or Upgrade the existing local origination/access channel shall be available for municipal access. No municipal access channel or other public or educational access channel shall include political advertising.

(l) Pursuant to Section 4.8, the cable system shall be capable of local origination and public, educational and municipal access cablecasting from the remote origination points listed in Schedule 4.8.

(m) Within one hundred and eighty (180) days after receiving the written request from the Issuing Authority, Licensee shall provide up to three (3) additional origination outlets along the existing I-Net, so long as they can be added with standard two hundred and fifty (250) foot aerial installations and the I-Net passes by such sites at the execution of this Renewal License. Said additional sites shall also be capable of receiving I-Net transmissions from other I-Net sites. Each local origination channel or access channel shall have the ability to transmit upstream to the headend via an effective and reliable I-Net upstream channel or via its own dedicated subscriber network upstream video channel

whichever is most reliable and as determined by Licensee.

(n) Licensee shall be responsible for signal quality of such downstream and upstream local signals notwithstanding the fact that Licensee is not responsible for the production quality of public, educational or governmental access productions. Licensee shall, upon written request of the Issuing Authority, provide copies of F.C.C. signal proofs of performance with respect to the local origination and access channels.

(o) The Licensee and the Issuing Authority shall require members of the public to assume, in a Written User Form, individual responsibility for any program-based liability including, but not limited to, liability for defamation, obscenity, copyright infringement or other forms of unprotected speech, and to hold the Town and Licensee harmless for same, subject to the Cable Communications Policy Act of 1984 and F.C.C. requirements. Individual producers shall not be required to obtain any insurance policy as a precondition of cablecasting. In accordance with applicable laws, the Licensee and, the Issuing Authority are not obligated to engage in pre-screening of program content. Written User Forms shall confirm that the public access producer voluntarily and knowingly signed said form. Subject to applicable law and upon written complaint, if any, to both Licensee and Issuing Authority concerning possible defamation, obscenity, copyright infringement or other unprotected speech, Licensee and Issuing Authority, or their designees, shall jointly review said programming and exercise best efforts in accordance with applicable law, to resolve such complaint. The Written User Form shall state, it is the intent of the this section, to provide public, educational and governmental access producers with notice that neither the Licensee nor the Issuing Authority assume editorial responsibility for such individual's local productions and therefore are not liable for the errors, if any, of such individual producers and that the foregoing likewise be reasonably disclosed to the public. Licensee's access producer training shall include dissemination of this Section 4.1(o).

(p) Access cablecasts shall include a reasonable disclosure or "tag line" which shall state: "the views expressed in the program are the views of the producer and not necessarily

those of the Licensee or the Town of Fairhaven.” Licensee and the Town acknowledge each other’s own First Amendment Rights to respond to potentially defamatory programming or other unprotected programming in a lawful manner consistent with Licensee’s and Town’s rights as First Amendments speakers. The disclosure or “tag line” shall also inform the public about use of the local studio facilities and channels. As described above, Licensee shall exercise reasonable efforts to cablecast on the public access bulletin board same, including notice of the availability of the equipment, facilities and training.

(q) In accordance with applicable laws and consistent with the current underwriting standards for non-commercial television stations, notice of support and underwriting may be permitted within or adjacent to access programs and revenues for same may be used for access productions.

#### Section 4.2 SUPPORT FOR EDUCATIONAL ACCESS:

##### FAIRHAVEN PUBLIC SCHOOLS EDUCATIONAL TELECOMMUNICATIONS PROGRAM

(a) Notwithstanding the payment made pursuant to the provision of M.G.L. Chapter 166A, Section 9, Licensee shall, on or before July 31 of each year during the term of this Renewal License make a grant payment for educational cable access to the Educational Telecommunications Program of the Fairhaven Public Schools (“ETP”) in the amount of one and three quarters (1.75) percent of Licensee’s gross annual revenues per annum. The first annual ETP Operating Grant payment shall be made on, or before, July 31, 1996 and based on Licensee’s prior year’s annual gross revenues; the final payment shall be made on, or before, July 31, 2005 and based on the Licensee’s prior year’s annual gross revenues. Said grant payment shall be in the nature of a restricted grant for educational access purposes only. Such grant payments shall be considered as part of Licensee’s franchise commitments and shall be included in the franchise fee for purposes of the federal limitation on franchise fees as set forth at 47 U.S.C. 542, provided that in any event franchise fees shall not exceed the limit (five percent (5%) of gross revenues) on

franchise fees imposed by federal law.

(b) Any payments to the ETP shall be restricted in use to solely support the operation and utilization of an educational telecommunications program centered around the Licensee's provided educational access channel provided on the Fairhaven Cable Television System only and I-Net provided by the Licensee only, as specified in Article 4. Said ETP payments include, but are not limited to, **payments for** such items as audio-visual and other cable-related equipment, stipends or salaries of personnel associated with educational access and other educational access related administrative costs, rental of space for ETP data transmission and ancillary equipment to be used in conjunction with the program and repair and maintenance of new and existing equipment purchased for educational access ~~of~~ which are for the sole purpose of **educational access** ~~such expenditures~~ in conjunction with the Licensee provided educational access channel ~~provided~~ on the Fairhaven Cable System. Said payments shall be disbursed to and held in a dedicated Fairhaven Public Schools account(s) subject to an annual review of the prior year's educational access expenditures. Such review shall be conducted by a three (3) person Cable Educational Access Committee.

(c) The Cable Educational Access Committee shall be appointed as follows: one member appointed by the Issuing Authority from the duly established Cable Advisory Committee; one member appointed by the Superintendent of Fairhaven Public Schools; and one member to be appointed upon mutual agreement of the Issuing Authority and the Fairhaven Public Schools Superintendent. Said members shall serve two (2) year terms or thereafter may stay on until such time as successors are appointed. Successor appointees likewise shall serve two (2) year terms and may stay on until such time as their successors are appointed. The Cable Education Access Committee shall conduct all its meetings in accordance with applicable "open meeting law" statutes, M.G.L. Chapter 32A, 32B and 32C.

(d) On or about January 15 of each year following the execution date of this Renewal

License, said Cable Educational Access Committee shall annually submit to the Issuing Authority, Licensee and the Superintendent Fairhaven Public Schools a written report showing actual disbursements to the various Town of Fairhaven Public Schools. Said annual report shall include a detailed statement explaining the allocation of funds, the access needs and interests of the Fairhaven education community and operations of the various schools during the prior year.

(e) If upon review of the Committee's annual ETP report as required herein, Licensee or the Fairhaven Superintendent of Public Schools determines that the use of the funds, or a portion thereof, has not been directly related to educational cable access on the Licensee's Fairhaven Cable System and the above mentioned purposes, they may in writing request a hearing before the Issuing Authority on this matter. If the Issuing Authority agrees with the foregoing written request, it shall take measures to see that such funds are expended appropriately for educational access related purposes in the future. If Licensee or the Fairhaven Superintendent of Public Schools again determines that the use of said funds, or a portion thereof, has not been appropriately used they may request in writing an additional hearing on same before the Issuing Authority. If the Issuing Authority makes a finding in accordance with the foregoing written request determination, it shall direct Licensee to withhold an amount of ETP payments corresponding to the amount which is subject of dispute, until such time as safeguards are in place to assure use of such funds for educational telecommunications access in accordance with the terms hereof. If following the foregoing second and consecutive request for Issuing Authority remedial action, the Issuing Authority disagrees with the complainant's concerns regarding the appropriateness of the use of funds, the matter may be referred to the Massachusetts Cable Television Commission upon written request of complainant, or to such other arbiter as may be agreeable to the parties for resolution.

(f) To further support the Educational Telecommunications Program, Licensee shall make the following payments to this program which shall be used for capital expenditures, including educational access programming production equipment and educational access

facility improvements or construction for the sole purpose and use on the Licensee's Cable Television System:

On the License effective date: \$115,000.00

On the fifth (5th) anniversary of the License effective date: \$ 30,000.00

The Fairhaven Public School Department shall own and maintain and replace, if necessary, all equipment purchased with the funds provided pursuant to this Renewal License section. However, upon reasonable written request of the Issuing Authority, Licensee's technical staff shall provide reasonable technical advice with respect to installation and use of equipment, studio design, and interconnections to Licensee's Fairhaven Cable System. In no event shall capital grants be counted against any other annual license fee payment required by applicable law and support any other licensed cable systems', or other carrier of such audio video transmissions, carriage of programming produced by the use of the funding in this Section 4.2 (f).

(g) In consideration of payments to the Fairhaven Public School ETP for educational cable access under Section 4.2, the Fairhaven Public School Department shall, following a twelve (12) month transition period described below, be responsible at a minimum for cablecasting the regularly scheduled meetings of the Board of Selectmen and School Committee, and Fairhaven Annual and Special Town Meetings, if requested by the Board of Selectmen, School Committee or Town Meeting Moderator, as applicable. For coverage of the foregoing municipal meetings, up to five thousand dollars (\$5,000.00) per year of the Educational Telecommunications Program Operating Grant payable under Section 4.2 shall be earmarked for stipends for Fairhaven Public School students or staff or other community volunteers performing the necessary camera and production work as determined by the Cable Educational Access Committee. Said camera and production work shall be undertaken with the cooperation of the Board of Selectmen, School Committee or Town Meeting Moderator, as applicable.

(h) For coverage of Fairhaven High School sports events, two thousand dollars (\$2,000.00) per year of the Educational Telecommunications Program Operating Grant payable under Section 4.2 shall be earmarked for stipends for Fairhaven Public School students or staff or other community volunteers performing the necessary camera and production work with said work to be undertaken with the cooperation of the responsible school officials.

(i) In consideration of payments of the Educational Telecommunication Program Operating Grant Section 4.2, the Fairhaven Public School Department Superintendent, or his/her designee, may appoint an Educational Cable Access Director.

(j) During said transition period (see Section 4.2 (g)), Licensee shall maintain local coverage as under the prior license.

(k) Should Licensee fail to timely make any payments under Article 4 and should such failure continue for a period of ten (10) days from the submission of a certified return receipt written notice thereof, then it shall additionally be charged an interest penalty which shall accrue from the eleventh (11th) day after submission of the written notice at an annual rate not to exceed the prime rate of interest then currently at the Chase Manhattan Bank of North America plus two (2) percent. Payment of this interest penalty shall not preclude any other remedy available to the Issuing Authority under applicable law should payment be submitted after the ten (10) day period following submittal of written notice to Licensee.

(l) The annual educational access operating grant required under Section 4.2(a) shall be paid into a special and restricted access grant or revenue account(s) for use by the Fairhaven Public School Department in accordance herewith, and not paid into the general fund. Unexpended funds shall accumulate and remain in said account(s) and any such accumulation shall not reduce the amount of subsequent payments due. Any accrual of the ETP Grant plus interest, after the term of this Renewal License, shall remain restricted

pursuant to provisions of this Renewal License.

(m) To assure the ability of the Fairhaven Public Schools to distribute educational programming to and from Fairhaven Public School Buildings the cable system or I-Net design shall be such that the educational access channel shall be capable of transmitting educational programming specifically from the Town of Fairhaven Public Schools to the subscriber network and to other Town of Fairhaven Public Schools via the I-Net.

(n) If any section, sentence, paragraph, term or provision of this Section 4.2 is determined to be illegal, invalid or unconstitutional by any court of competent jurisdiction or by any state or federal regulatory agency having jurisdiction thereof, such that any or all of the funding provided by Licensee to the Educational Telecommunications Program becomes unavailable, then the Issuing Authority shall have the right to direct the Licensee to make the aforesaid grant payments to a duly created private non-profit Educational Access Corporation. Such payments, however, shall be subject to the same terms and conditions, to the extent applicable, provided for in Section 4.2 of this Renewal License with respect to ETP, including the provision that payments to ETP shall not, when added to all franchise fees paid by Licensee, exceed the limitation provided for in Section 4.2(a).

(o) At the request of the Issuing Authority, the Licensee shall provide to the Issuing Authority financial statements prepared in accordance with the Commission's regulations, 207 CMR 7.00, or financial statements substantially equivalent thereto, showing actual gross revenues for the prior calendar year for purposes of calculating the annual one and three quarters (1.75) percent educational access operating grant payment.

(p) Licensee shall not be responsible for maintaining, replacing or repairing equipment provided for in the Educational Telecommunications Program (ETP) under this article, Article 4. Licensee may after reasonable written notice by the Issuing Authority and using best efforts provide technical advice under this section, Section 4.2.



#### Section 4.3 SUPPORT FOR MUNICIPAL ACCESS

Not later than one hundred twenty (120) days from the effective date of this Renewal License, Licensee shall upgrade the video and audio quality of Fairhaven Board of Selectmen meeting coverage by providing modern microphones for the Selectmen Meeting Room and audience. Licensee shall continue to provide a fixed modulator at Fairhaven Town Hall. During the transition period described in Section 4.2 (g) and 4.5 below, Licensee shall, at the written request of the Board of Selectmen, cover not less than one (1) municipal meeting per month, as mutually determined by the Issuing Authority and Licensee. Not later than one hundred and twenty (120) days from the effective date of this Renewal License, Licensee shall provide the Issuing Authority with one-time forty thousand dollar (\$40,000.00) equipment package including separate remote controllable camera systems and cameras for the Selectmen and School Committee meeting coverage which camera systems shall each have two (2) cameras and which equipment purchases shall be subject to the reasonable review and consent of the Board of Selectmen, or its designee. Until completion of the rebuild or upgrade and subject to the reasonable scheduling, any local or access channel provided for herein shall accept municipal character generated notices for cablecasting, thereafter character generated notices shall be in accordance with Section 4.1(j) of this Renewal License. Equipment provided in this section shall be maintained and repaired at the sole cost of the Town and Licensee shall make best efforts, upon reasonable request, to advise the Issuing Authority of the maintenance, repair and replacement of such equipment.

#### Section 4.4 PREPARING CERTAIN LOCATIONS FOR CABLECASTING

Licensee shall within one hundred and eighty (180) days from the effective date hereof provide the Fairhaven Public School Department one new character generator and provide the Town one new character generator for transmission over the system's educational or governmental access channels at a cost not to exceed a total of five thousand dollars (\$5,000.00). Equipment provided in this section shall be maintained and repaired at the sole cost of the Town and Licensee shall make best efforts upon reasonable request to advise the Issuing Authority of the maintenance, repair and replacement of such equipment.

#### Section 4.5     TRANSITION

Licensee agrees to “grandfather” and not remove any I-Net or access equipment or facilities, including I-Net drops actually provided as of the execution of this Renewal License, except where removal of equipment and facilities is necessary for technical or public safety reasons, or otherwise specified in this Renewal License, or is replaced by equipment with equivalent capability, or as otherwise may be consented to by the Issuing Authority. If by any prior agreement title and ownership of any particular access equipment or facilities has been or was required to be assigned to the Issuing Authority, Fairhaven Public School Department, or other municipal agency, nothing in this Renewal License shall rescind such assignment of title or ownership to the Issuing Authority, Fairhaven Public School Department or other municipal agency.

#### Section 4.6     INSTITUTIONAL NETWORK

(a) Licensee shall continue to maintain and operate, without charge to the Town. the four hundred (400) Megahertz (MHz) Institutional Network, (“I-Net”) in existence as of the effective date of this Renewal License for use by Licensee, the Town and duly organized non-profit organizations designated in writing by the Issuing Authority and approved by the Licensee. Said I-Net shall to be capable of providing four (4) channels in the downstream direction and fifty-two (52) channels in the upstream direction. The Town, or its authorized agencies, shall have the exclusive right to program and, or, otherwise use a total of seven (7), six (6) MHz channels, three (3) in the downstream direction and (4) in the upstream direction, of such bi-directional I-Net bandwidth, at its discretion subject to the limitation that the Town or its designee shall use the I-Net for only municipal and educational programming and/or data transmission, or other non-commercial purposes and not for sale of I-Net capacity to non municipal users. Licensee shall have the use of all other of the aforesaid I-Net channels to be used as Licensee determines in its sole discretion. The Institutional Network shall not be extended to any location except as specified in this agreement and may not be used to transmit or receive any communication (in whatever form, whether video, audio, data, voice or otherwise) destined to or originating from any other switched network, including without limitation the facilities of

any local or long distance telephone company, except for non-commercial educational materials.

(b) Within one hundred and eighty (180) days of the Effective Date of this Renewal License, the I-Net shall be capable of carrying transmission(s) between the Town of Fairhaven Public Buildings and sites or non-profit locations connected to the I-Net as specified in Schedule 4.6(b) of this Renewal License. Licensee shall provide the capability enabling two-way transmissions between at least the Fairhaven Town Hall, Fairhaven Public School Administration Building and High School and the Town of Fairhaven Public Library. Licensee shall make it technically possible for the I-Net to be utilized to enable the Fairhaven Public School Department to program into Fairhaven Public School buildings, for, among other things, distribution of educational programming or administrative information to some or all Fairhaven Public School buildings. The I-Net shall be further capable of transmitting, between non-residential Town of Fairhaven Public buildings and sites, for among other things, 1) electronic mail, 2) interactive teaching and 3) municipal training; provided, however, that the Licensee is not responsible for the provision, warranty, cost of, or operation or maintenance of any user terminal equipment, such as user switches, interfaces, modems and decoders, and software and any other cost associated with or implementation of the same, except Licensee owned headend and network equipment terminating at the Licensee provided interior outlet. I-Net capability shall be such that designated users shall be able to transmit to other institutions using user provided and operated modems or portable modulators and/or any other necessary user terminal equipment.

(c) During the term hereof and upon written request of the Issuing Authority, the Licensee shall provide, without charge to the Town, one activated I-Net Drop and an activated outlet to three (3) locations along the I-Net in addition to those provided under Schedule 4.6(b), providing such locations are along the existing I-Net at the execution of this Renewal License and are standard aerial installations. Additional outlets, if any, in excess of those in this section, Section 4.6(c), shall be installed by the Licensee subject to

payment by the Town of the Licensee's actual cost for time and materials. Construction, installation and activation of each designated Drop and outlet shall be completed within sixty (60) days of designation and design approved by the Town, for aerial Drops, and one hundred eighty (180) days of designation and design approval by the Town, for underground Drops, weather permitting, or such later date as may be mutually agreed upon by the parties. The Licensee shall discuss the location of each location with the appropriate officials for each of the buildings or sites designated to receive a Drop or Outlet, prior to the installation of such a Drop or Outlet.

(d) The I-Net shall provide a dedicated upstream channel for each of the public, educational and municipal access channels. The I-Net shall be interconnected with the Subscriber Network in order that signals originating from the I-Net can be sent upstream on a I-Net channel and then switched to a downstream Subscriber Network channel. There shall be no charge to the Town for manual switching initiated by the Town from the I-Net to the Subscriber Network or from an I-Net site to another I-Net site. Licensee shall be responsible for all automatic switching while the public educational and governmental access user will be responsible for all manual switching.

(e) The Licensee shall have the sole responsibility, without charge to the Town, for maintaining the I-Net for the term of this Renewal License, except for equipment not directly under its control. Licensee's responsibility to effect automatic switching shall include the responsibility to provide equipment and software necessary and customary to effectuate such switching.

(f) In the event that there are technical problems with the I-Net, the Licensee and the Issuing Authority shall negotiate, in good faith, a resolution of any such problems, however, it shall remain Licensee's responsibility to maintain the I-Net.

(g) Licensee shall maintain the existing I-Net for both Licensee and Town use for interconnecting certain locations as designated in this article, Article 4.

#### Section 4.7 CABLE CHANNELS FOR COMMERCIAL USE

In addition to the access channel capacity provided for above, Licensee shall continue to make channel space available for leased access, subject to demand, in accordance with the leased access rules set forth in 47 U.S.C. 532.

#### Section 4.8 REMOTE ORIGINATION POINTS

Licensee shall continue to maintain the ten (10) existing remote origination sites along the Institutional Network as set forth in Schedule 4.8 attached hereto and incorporated herein. Licensee shall, at no charge to the Town, install four (4) additional origination points at the locations designated in writing by the Board of Selectmen, which locations shall be along the existing Institutional Network. Such installations shall be completed within one hundred eighty (180) days of an Issuing Authority written request for installation. In order that upstream transmission can emanate from said origination points, Licensee shall provide the Town with two (2) additional fixed modulators which shall be installed by Licensee at municipal or public school locations to be designated in writing by the Issuing Authority, and Licensee shall provide the Town with two (2) portable modulators which shall be made available for cable transmissions. Licensee shall offer free technical advice to the Town concerning interface devices such as modulators, decoders, modems and converters. Licensee shall be responsible for maintenance of the I-Net while the Town shall be responsible for maintenance of the aforesaid I-Net interface devices, unless particular devices are under the control of Licensee.

#### Section 4.9 EXCLUSIVITY OF ARTICLE 4 FUNDING

Any and all funding, grants and Licensee expenditures prescribed in Article 4 of this Renewal License shall be expended as specified therein for support and purchases of facilities and equipment supporting the production of public, educational or governmental access audio or video programming and data transmissions transmitted solely on the Licensee's Fairhaven/Acushnet Cable Television System. Programming so produced, shall not be transmitted in whole, or in part, on any other licensed cable provider or another entity authorized

by the Town, or not, operating as a cable operator, common carrier of audio video programming, or “video dialtone” or “open video system” provider. Facilities and equipment funding pursuant to Article 4, or otherwise provided for by the Licensee shall not be utilized for the production of any programming or data transmissions other than that provided in Article 4 or this Renewal License over the Licensee’s Fairhaven/Acushnet Cable Television System.

## ARTICLE 5

### RATES AND PROGRAMMING

#### Section 5.1 BASIC SERVICE

To the extent required by applicable law, the Licensee shall provide a Basic Cable Service, which shall include at least all area broadcast television signals in the Fairhaven, Massachusetts area which it is required to carry and the downstream channels for public, educational and municipal access use. Except as required by law, programming decisions, including those listed in Schedule 5.5, are at the sole discretion of the Licensee and may be subject to change from time to time.

#### Section 5.2 INITIAL RATES

For informational purposes, the initial rates for all programming, installation and equipment which shall be in effect on the Effective Date of this Renewal License are listed in Schedule 5.2 of this Renewal License. All rates and charges not regulated are subject to change to the extent permitted by law, at the Licensee's sole discretion.

#### Section 5.3 RATE REGULATION

The Issuing Authority reserves the right to intervene or participate in state or federal rate regulation proceedings on Fairhaven Cable System rates and charges or to regulate rates for cable services to the extent such intervention, participation of regulation is allowed at this time, or hereafter, under the applicable federal and state law.

#### Section 5.4 PROGRAMMING

(a) Licensee has offered, subject to applicable law, and shall provide the following cable services:

1. All broadcast stations required to be carried by federal law and for which retransmission consent has been obtained;
2. all public, education and governmental access channels

required by Article 4 of this Agreement;

3. the broad categories of programming service comparable in quality and mix to those set forth in Schedule 5.4 of this Renewal License and incorporated herein by reference.

(b) Licensee shall, if requested in writing by the Issuing Authority, report to the Issuing Authority regarding its provision of the broad categories of programming required or any plans for increasing programming offerings.

#### Section 5.5 PROGRAMMING TIERS

Licensee currently maintains three tiers of non-premium cable programming such that subscribers may be afforded differential subscription rates. Licensee shall comply with applicable federal law regarding buy-through of pay services. The initial signals on such tiers are listed in Schedule 5.5 attached hereto. The Licensee reserves the right to change programming tiers, at any time during this Renewal License term, subject to applicable federal law.

#### Section 5.6 STEREO TV TRANSMISSIONS

Within one (1) year of the upgrade completion date, all television signals that are capable of being received in stereo shall be transmitted to subscriber homes in stereo. Television signals capable of being received in stereo which are added in the future shall likewise be transmitted to subscriber homes in stereo.

#### Section 5.7 CHANNEL LINE-UP; PROGRAM GUIDES

To the extent required by 207 CMR 10.02 and any applicable federal laws and regulations, Licensee shall notify, in writing, the Commission, Issuing Authority and all affected subscribers no less than thirty (30) days in advance, each time a substantial change occurs in the number or type of programming services changes, or in so far as it is within Licensee's reasonable ability to provide such notice.



#### Section 5.8 REMOTE CONTROL DEVICES AND OTHER EQUIPMENT

Licensee shall allow subscribers to purchase, from parties other than Licensee, and to utilize remote control devices and other equipment compatible with the Licensee's equipment. To the extent permitted by federal law, Licensee may require a separate charge for the use of remote control capacity of its converters. Unless otherwise provided by law, Licensee takes no responsibility for changes in its equipment which might make inoperative the use of remote control devices previously acquired by subscribers.

#### Section 5.9 SERVICES RELATED TO SUBSCRIBER PERSONAL COMPUTER USE

Subject to 47 U.S.C. 544 and upon written request of the Issuing Authority, within the first year following the Effective Date of this Renewal License, Licensee shall diligently investigate commercial and non-commercial computer services which are designed in whole, or in part, to be made available to cable television subscribers for cable interface with their personal computers. Licensee shall report on the results of its investigation, as well as on the feasibility of carriage of such services, in writing, to the Issuing Authority by the end of said year. Any decision to implement such services shall be at the sole discretion of the Licensee taking into account the results of its investigation and the feasibility of carriage of such service.

#### Section 5.10 REBATES

In accordance with 207 CMR 10.09, every cable television operator shall grant a pro rata credit or rebate to any subscriber whose entire cable service is interruption for twenty-four (24) or more consecutive hours, if the interruption was not caused by the subscriber and the cable operator knew or should have known of the service interruption. If an entire tier or premium service of subscriber's cable service is interrupted for twenty-four (24) or more consecutive hours, the cable television operator shall provide a pro rata credit or rebate for each tier or premium service interruption as provided in 207 CMR 10.09(1).

#### Section 5.11 CONVERTERS AND ENCODING

To the extent of the law, Licensee agrees to disclose in annual notices to subscribers the

specific circumstances under which subscribers may receive and view signals without need for a separate converter either for “cable ready” or other customer equipment, such as additional sets.

## ARTICLE 6

### SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

#### Section 6.1 CUSTOMER SERVICE OFFICE

Licensee shall continue to maintain and operate a customer service office in the Town of Fairhaven for the purpose of accepting payments, drop-off of remote controls and converters, pick-up of remote controls, trade-in of converters and receiving and processing complaints, including without limitation, those regarding service, equipment malfunctions or billing and collection disputes. The customer service office shall have a publicly listed local telephone number and shall be open for both telephone and walk-in business from 9:00 a.m. to 5:00 p.m. Monday, Wednesday and Friday, from 9:00 a.m. to 7:00 p.m. Tuesday and Thursday and from 10 a.m. to 2:00 p.m. on Saturdays. Office hours may be reasonably changed at the discretion of the Licensee but in no event shall the number of hours be less than forty (40) during a weekly period, excluding holidays.

#### Section 6.2 CABLE SYSTEM OFFICE HOURS AND TELEPHONE ACCESS

Subject to Section 6.2(F) below, Licensee shall comply with the following:

Cable system office hours and telephone availability-

(A) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(i) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(ii) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(B) Under normal operating conditions, telephone answer time by a customer

representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(C) The operator will continue to maintain equipment capable of performing surveys to measure compliance with the telephone answering standards above.

Upon written request of the Issuing Authority, the operator shall provide a report of such survey results to the Issuing Authority. Issuing Authority reserves the right to require Licensee to provide call response results as needed by the Issuing Authority, but no more than quarterly, to monitor compliance herewith.

(D) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(E) Customer service center and bill payment locations shall be conveniently located.

(F) To the extent that any of the foregoing standards are modified by changes in 47 CFR § 76.309, such changed regulations shall supersede the affected foregoing Sections 6.2(A) - (E).

### Section 6.3 INSTALLATIONS, OUTAGES AND SERVICE CALLS

Subject to Section 6.3(F) below, Licensee shall comply with the following:

Under normal operating conditions, each of the following four standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis:

(A) Standard aerial installations will be performed within seven (7) business days after an order has been placed. For the purpose of the seven day installation requirement, "standard" installations are those that are located up to 250 aerial feet from the distribution system existing at the time the installation order has been placed.

(B) Excluding conditions beyond the control of the operator the cable operator will rectify "service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct

other service problems the next business day after notification of the service problem.

(C) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(D) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment unless the need for appointment has been removed and personal contact with the subscriber is made.

(E) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer shall be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(F) To the extent that any of the foregoing standards are modified by changes in 47 CFR § 76.309, such changed regulations shall supersede the affected foregoing Sections 6.3(A) - (E).

## Section 6.4 COMMUNICATIONS BETWEEN CABLE OPERATORS AND CABLE

### SUBSCRIBERS

Subject to Section 6.4(E) below, Licensee shall comply with the following:

(A) Notifications to subscribers-

(1) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

- (i) products and services offered;
- (ii) prices and options for all programming services, installation, maintenance, equipment, other charges and conditions of subscription to

programming and other services (including clear information concerning Licensee's lowest cost service) and all discounts, including any prepayment discounts;

(iii) installation and service maintenance policies

(including information concerning billing and termination procedures, procedures for ordering changes in or termination of services, and all refund policies, including the availability of rebates or credits for loss of service, disclosure of discounts and policies concerning the scheduling of service calls.);

(iv) Instructions on how to use the cable service and equipment;

(v) channel positions of programming carried on the system; and,

(vi) billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(2) Customers will be notified of any changes in rates, programming services, channel positions or equipment policies, as soon as possible, consistent with Commission regulations 207 CMR 6.00 and 10.00

(B) Billing-

(i) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(ii) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within thirty (30) days.

(C) Refunds- Refund checks will be issued promptly, but no later than either-

(i) the customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(ii) the return of the equipment supplied by the cable operator if service is terminated.

(D) Credits- Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(E) To the extent that any of the foregoing standards are modified by changes in 47 CFR § 76.309, such changed regulations shall supersede the affected

foregoing Sections 6.4(A) - (D).

## Section 6.5 DEFINITIONS

Subject to Section 6.5(D) below, for the purposes of Sections 6.2-6.4 the following terms shall have the following meanings.

- (A) Normal business Hours- The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one (1) night per week and not less than four (4) hours on Saturdays.
- (B) Normal Operating Conditions- The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which *are not* within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which *are* ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.
- (C) Service Interruption - The term "service interruption" means the loss of picture or sound on one or more cable channels.
- (D) To the extent that any of the foregoing standards are modified by changes in 47 CFR § 76.309, such changed regulations shall supersede the affected foregoing Sections 6.5(A) - (C).

## Section 6.6 OTHER CUSTOMER SERVICE REQUIREMENTS

- (a) Unless caused by a subscriber's failure to make the premises available to the Licensee at the time scheduled, cancellation or failure to make the installation or service call as scheduled shall require the Licensee to automatically offer a priority cable installation or service visit to the affected subscriber which shall in no case be later than three (3) working days following the initial installation date, or twenty-four (24) hours following the service date, unless mutually agreed to otherwise by

said subscriber and the Licensee.

(b) The Licensee shall ensure that there are stand-by service personnel on call at all times after normal business hours including after Saturday business hours. A live answering service shall be required to notify the stand-by personnel of three (3) or more calls or a number of similar calls or a number of calls coming from the same area.

(c) System Outages, deemed to occur upon the failure of service to a minimum of three (3) subscribers in the vicinity of each other, and cable conditions affecting the physical safety of any subscriber, shall be responded to immediately, twenty-four (24) hours a day by Licensee personnel. Licensee shall supply a phone number to the Issuing Authority and the 911 director which is capable of reaching appropriate management personnel in the event that emergency repair service is needed.

#### Section 6.7 VCR COMPATIBILITY; A/B SWITCH

(a) In order to assist subscribers who own "cable-ready" VCRs to interconnect such VCRs with their "cable-ready" television sets, and to assist subscribers in the interconnection of "non-cable-ready" VCRs and television sets and pursuant to 207 CMR 10.03, the Licensee shall prepare instructional materials which it shall make available to subscribers upon request, and shall also, upon request, provide one (1) "A/B switch" or by-pass switch and a splitter to each such subscriber to facilitate such interconnection. Licensee shall notify subscribers about the availability of such "A/B" switch on an annual basis. Use of such an "A/B switch" and splitter will allow any subscriber with a "cable-ready" VCR to watch any channel to which he or she subscribes while recording an unscrambled channel without the need of a second converter.

(b) In accordance with 207 CMR 10.03, the Licensee shall give notice in writing of its policies and practices regarding equipment to potential subscribers before a



subscription agreement is reached and annually to all existing subscribers. Thirty (30) days prior to changing one of its policies and/or practices regarding equipment, the Licensee shall notify, in writing, the Commission, the Issuing Authority and all affected subscribers of the change, including a description of the changed policy and/or practice.

#### Section 6.8 PARENTAL CONTROL CAPABILITY

The Licensee shall provide, upon request, subscribers with the capability to control the reception of any channels on the Cable Television System.

#### Section 6.9 MASSACHUSETTS BILLING AND TERMINATION PROCEDURES

Licensee will comply with the regulations of the Commission, 207 CMR 10.00 et seq., as those regulations may be amended from time to time, and will provide all prospective subscribers, and existing subscribers on an annual basis, with all information required under said 207 CMR 10.00. (See Schedule 6.9, 207 CMR 10.00, attached hereto). In accordance with 207 CMR 10.00, billing procedures shall include, but not be limited to, the following:

(a) The Licensee shall bill all subscribers to its Cable Television System in a uniform, non-discriminatory manner, regardless of a subscriber's level of service(s). The bill shall have an explicit due date which shall not be less than five (5) business days following the date of the mailing of the bill.

(b) The Licensee shall provide all subscribers with an itemized bill that contains, at a minimum, the following information:

(i) a list of each service tier or package received for the particular billing period;

(ii) the rate or charge for each service or package received;

(iii) the period of time over which said services are billed;

(iv) the total charges for the monthly period, separate from any previous balance due; and

(v) At least once per calendar year, a notification to subscribers that complaints may be addressed to the Issuing Authority or Cable Advisory Committee if the subscriber is not satisfied with Licensee's response to such complaint.

(c) Pursuant to FCC and Commission regulations, late charges, if applied, shall in no case exceed the maximum amount allowed by law, and shall not be imposed on the disputed portion of the subscriber's bill, should a bona fide dispute arise concerning a Subscriber's bill.

(d) Subscribers shall have thirty (30) days from the due date of a bill in which to register a complaint or dispute concerning said bill. In the event that a bona fide billing dispute arises, the Licensee shall notify the Subscriber of the results of its investigation and give an explanation for its decision within fifteen (15) business days of receipt of the complaint.

(e) Said Subscriber shall be responsible for paying only that portion of the bill that is not in dispute. In no event shall the Licensee, prior to the resolution of a billing dispute, disconnect, assess a late payment charge or require payment of a late payment charge from the subscriber for a failure to pay bona fide disputed portion(s) thereof, provided the subscriber notifies the Licensee of said dispute within thirty (30) days following the beginning of the billing period for which service was rendered under the disputed bill.

(f) The account of a subscriber shall not be considered delinquent until at least thirty (30) days have elapsed from the due date of a bill and payment has not been received by the Licensee. In no event shall the Licensee disconnect a subscriber's cable service for nonpayment unless 1) the subscriber is delinquent 2) the Licensee has given said subscriber a separate written notice of termination in a clear and conspicuous manner, and 3) said subscriber has been given at least eight (8) business days from the mailing of the notice of termination to pay a bill, in accordance with 207 CMR 10.00 et seq.

(g) Pursuant to Commission regulations 207 CMR 10.08(4) and (5), if a billing dispute is not resolved with the mutual agreement of the subscriber and Licensee, it

may be referred to the Commission for resolution.

#### Section 6.10 PROTECTION OF SUBSCRIBER PRIVACY

(a) The Licensee shall respect the rights of privacy of every subscriber and/or User of the Cable Television System and shall not knowingly violate such rights through the use of any device or signal associated with the Cable Television System, and as hereafter provided.

(b) Licensee will comply with all privacy provisions of applicable federal and state laws including, but not limited to, the provisions of Section 631 of the Cable Communications Policy Act of 1984 and Title 18 United States Code, Section 2520.

(c) The Licensee shall be responsible for carrying out and enforcing the Cable Television System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal subscriber information is handled and protected strictly in accordance with this policy. The Licensee shall notify all third parties who offer cable services in conjunction with the Licensee, or independently over the Cable Television System, of the Subscriber privacy requirements contained in this Renewal License.

(d) At the time of entering into an agreement to provide Cable Service to a subscriber and at least once a year thereafter, the Licensee shall provide all subscribers with the written notice required in Section 631(a)(1) of the Cable Act.

#### Section 6.11 DISTRIBUTION OF SUBSCRIBER NAMES AND ADDRESSES

Licensee and its agents or employees shall not, without giving subscribers an opportunity to prevent disclosure, disclose to any third party data identifying or designating any subscriber either by name or address, and disclosure shall be limited to the extent permitted by federal law for purposes related to the operation of the cable system. Said opportunity to prevent disclosure shall be provided to each subscriber annually through a written notice. A subscriber shall have the right, at

any time, to request Licensee not to disclose to any third party data identifying the subscriber either by name or address and Licensee shall abide by this request.

#### Section 6.12 POLLING BY CABLE

No polling by cable or other upstream response of a subscriber or user shall be conducted or obtained unless the program of which the poll or upstream response is a part shall contain a conspicuous and explicit disclosure of the nature, purpose and prospective use of the results of the poll or upstream response, unless the program has a non-commercial, informational, educational function which is self-evident. Licensee or its agents shall release the results of poll or upstream responses only in the aggregate and without individual references.

#### Section 6.13 INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS

Licensee or its agents or its employees shall not make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual subscriber except as required by law. If a court authorizes or orders such disclosure, the Licensee shall notify the subscriber not less than fourteen (14) calendar days prior to disclosure, unless such notification is prohibited by applicable law or is otherwise impractical.

#### Section 6.14 SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

(a) Licensee shall make available for inspection by a subscriber during regular business hours at its business office all personal subscriber information that Licensee maintains regarding said subscriber.

(b) A subscriber may obtain from Licensee a copy of any or all of the personal subscriber information regarding him or her maintained by Licensee. Licensee may require a reasonable fee for making said copy.

(c) A subscriber or user may challenge the accuracy, completeness, retention, use or dissemination of any item of personal subscriber information. Such challenges and related inquiries about the handling of subscriber information, shall be directed to Licensee's General Manager or Division President. The Licensee shall change any such information upon a reasonable showing by any subscriber that such information is inaccurate.

#### Section 6.15 MONITORING

Neither Licensee, or its agents, nor the Town, or its agents, shall tap or monitor, arrange for the tapping or monitoring, or permit any other person to tap or monitor, any cable, line, signal, input device, or subscriber outlet or receiver for any purpose, with the exception of technical tests, without the prior written authorization of the affected subscriber or commercial user; provided, however, that Licensee may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying system integrity, checking for illegal taps, controlling return-path transmission, or billing for pay cable services or pay-per-view. Licensee shall report to the affected parties and all appropriate authorities any instances of unauthorized monitoring or, monitoring or tapping of municipal data transmission, the Cable Television System, or any part thereof, of which it has knowledge. Licensee shall not record or retain any information transmitted between a subscriber or commercial user and any third party, except as required for lawful business purposes. Licensee shall destroy all subscriber information of a personal nature after a reasonable period of time except as authorized not to do so by the affected subscriber.

#### Section 6.16 EMPLOYEE IDENTIFICATION CARDS

All of Licensee's employees and contractors, including repair and sales personnel, entering private property shall be required to show an employee photo-identification card issued by the Licensee. If such employee does not carry a card and is not admitted to a subscriber's home as a result, this will be deemed as a missed service

visit.



Section 6.17    TECHNICAL AND CUSTOMER SERVICE STAFF  
LEVELS

Licensee will employ enough service technicians and customer service representatives to meet its obligations under this Renewal License.

Section 6.18    WIRING BY SUBSCRIBER

(a) Subscribers, or a qualified contractor at the subscriber's expense, shall have the right to install cable for system interconnection only (not connectors, splitters or similar equipment electronically connected to any active parts of the cable system) within any building which they own. Such installation shall be conditioned upon and shall conform to:

- (i) All applicable building and electrical codes;
- (ii) The Licensee's published guidelines on file with the Issuing Authority, the Building Inspector, and the Wiring Inspector.

(b) Specifications for all equipment to be used in the installation, by the subscriber shall be approved by the Licensee prior to installation. The Licensee shall inspect the subscriber's installation before cable service is provided to the subscriber. Any corrections required by the Licensee must be corrected to the Licensee's guidelines and satisfaction, while such costs for corrections will be borne by the subscriber.

(c) If the Licensee makes a service/repair visit because of a reported problem and subsequently determines that the problem was caused by wiring and/or improper equipment installed by the subscriber, the Licensee may assess a maintenance service charge to the subscriber.

(d) Should the Licensee notify subscriber in writing that a directly connected device is causing harm or interference to the cable system, the Licensee may require that the subscriber discontinue use of and disconnect said device. If such a notice is not practicable, the Licensee may temporarily discontinue service. In all such cases the

Licensee shall promptly notify the subscriber in writing of the discontinuance, and of his/her right to bring the actions of the Licensee to the attention of the Issuing Authority.

(e) Should any subscriber-installed equipment permanently damage any of the Licensee's equipment, the subscriber shall be liable for the repair costs up to the full replacement cost of such equipment.

#### Section 6.19 VOLUNTARY DISCONNECTION OF SERVICE

Licensee shall make a good faith effort to fully disconnect service as soon as possible after requested to do so by a subscriber.

#### Section 6.20 LICENSEE'S PARTICIPATION IN SUBSCRIBER EDUCATION SEMINARS

At the written request of the Issuing Authority, Licensee shall participate in a seminar or symposium organized by the Issuing Authority to educate subscribers about cable programming and technology. Licensee shall be available to explain what programming services it is currently offering and to demonstrate how its equipment can be used in conjunction with home video products such as video cassette recorders and remote control devices.

#### Section 6.21 MUNICIPAL ACCESS TO LICENSEE'S SURVEY MATERIAL

In the event Licensee surveys the Fairhaven subscriber population to test for response to particular programming preferences, or for other reasons, it shall, upon request of the Issuing Authority, share those results of its programming surveys which Licensee does not consider to be proprietary. In the event the Issuing Authority wishes to conduct its own cable television related survey of subscribers, provided Issuing Authority pays for all costs, including postage and any printed material for mailing, associated with the survey, the Licensee shall print the stickers with subscriber names and shall implement the mailing. The Issuing Authority may

request this service no more than three (3) times during the term of this Renewal License, provided such request is in writing and allows the Licensee a reasonable period of time in which to accomplish it.

#### Section 6.22 COMPLAINT RESOLUTION PROCEDURES

(a) Licensee shall comply with applicable laws and regulations regarding complaint resolution procedures. Attached for informational purposes as Schedule 6.9 are copies of the laws and/or statutes which are applicable as of the execution date of this Renewal License.

(b) If the Issuing Authority determines it to be in the public interest, the Issuing Authority or its designee(s) may investigate any complaints or disputes brought by subscribers arising from the operations of the Licensee, provided said subscribers have first made a good faith effort to comply with the Licensee's procedures specified in paragraphs (a) above for the resolution of complaints.

ARTICLE 7  
LICENSE ADMINISTRATION

Section 7.1 INDEMNIFICATION TOWN

(a) The Licensee shall indemnify and hold the Town and its agents, harmless at all times during the term of this Renewal License from any and all claims arising out of the actions of the Licensee, agents and contractors in the construction, installation, operation, maintenance and/or removal of any structure, equipment, wire or cable authorized to be installed pursuant to the License or arising out of any acts of Licensee or Licensee's exercise of rights under this Renewal License. Upon receipt of notice in writing from the Town, the Licensee shall at its own expense defend any such actions or proceedings. Indemnified expenses shall include without limitation, all out-of-pocket expenses, such as attorney's fees.

(b) In order for the Town to assert its right to be indemnified and held harmless, the Town shall:

1. Timely notify the Licensee of any claim or legal proceeding which gives rise to such right;
2. Afford the Licensee the opportunity to participate in and fully control all aspects of the process of the case; provided that any compromise, settlement, resolution or disposition of such claim or proceeding in which the Town is indemnified, defended or held harmless, will be subject to approval by the Issuing Authority with respect to any settlement or disposition that could prejudice the municipality.
3. Fully cooperate in the defense of such claim and make available to the Licensee all such information under its control relating thereto upon written request by the Licensee to the Issuing Authority.

Section 7.2 INDEMNIFICATION LICENSEE

(a) The Town of Fairhaven indemnifies and holds Licensee and its agents harmless at

all times during the term of this Renewal License and after its expiration from any and all claims, actions and/or proceedings arising out of the actions of the Licensee in transmitting, conveying or otherwise carrying (or failing to transmit, convey to otherwise carry) any and all data transmissions originated or generated by or on behalf of the Town and/or its various departments and agencies on the I-Net channels used by the Town. The foregoing provision shall not, however, restrict or limit any rights the Issuing Authority may have to seek specific performance of Section 4.6 of this Renewal License.

(b) Upon receipt of notice from Licensee of any such claim, action and/or proceeding, the Town shall at its own expense defend any such claim, action and/or proceeding.

### Section 7.3 INSURANCE

At all times during the term of this Renewal License, including the time for removal of facilities provided for herein, Licensee shall obtain, pay all premiums for, and file with the Issuing Authority, on an annual basis, written evidence of the following insurance:

(a) A general comprehensive and property liability policy naming the Town, its officers, boards, commissions, agents and employees as additional insureds on all claims on account of injury to or death of a person or persons or injury to property occasioned by the construction, upgrade, maintenance or operation of the Licensee's Cable Television System or alleged to have been so occasioned, with a minimum liability of one million dollars (\$1,000,000.00) for injury or death to any one person or to property in any one occurrence and three million dollars (\$3,000,000.00) for injury or death to two (2) or more persons in any one occurrence.

(b) The insurance policies and the performance bond required in Section 7.3 herein shall each contain an endorsement stating that such insurance policies and

performance bond are intended to cover the liability assumed by the Licensee under the terms of this Renewal License and shall contain the following endorsement:

It is hereby understood and agreed that this policy (or bond) shall not be canceled or materially changed until thirty (30) days after receipt by the Issuing Authority by certified mail of one (1) copy of a written notice of such intent to cancel or materially change the policy.

#### Section 7.4 PERFORMANCE BOND

(a) The Licensee shall maintain at its own expense throughout the term of this Renewal License a faithful performance bond running to the Town, with at least one good and sufficient surety licensed to do business in the Commonwealth of Massachusetts and subject to reasonable approval by the Town in the sum of one hundred thousand dollars (\$100,000.00) during any construction period and may be reduced by Licensee to twenty thousand dollars (\$20,000.00) after the upgraded system is available to more than 90% of its subscribers. The condition of said bond shall be that the Licensee shall well and truly observe, fulfill and perform each material term and condition of this Renewal License and that in case of any failure to comply with any material term and/or condition contained herein, the amount thereof shall be recoverable from said performance bond by the Town for all amounts resulting from the failure of Licensee to comply with any material term or condition in this Renewal License.

(b) The performance bond shall be effective throughout the term of this Renewal License including the time for removal of facilities provided for herein, and shall be on the condition that in the event that Licensee shall fail to comply with any one or more material term or condition of this Renewal License, or to comply with any material order, permit or direction of any department, agency, commission, board, division or office of the Town having jurisdiction over its acts, or to pay any claims, liens due the Town which arise by reason of the construction, upgrade, maintenance,

operation or removal of the Cable Television System, the Town shall recover from the surety of such bond all damages and costs up to the limits insured by such bond, suffered by the Town as a result thereof, within thirty (30) days after a written request for same. Said condition shall be a continuing obligation of this Renewal License, and thereafter until Licensee has liquidated all of its obligations to the Town that may have arisen from the grant of this Renewal License or from the exercise of any privilege therein granted. Neither this section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of Licensee under this Renewal License. Licensee shall provide Issuing Authority with a copy of the performance bond and any subsequent renewals thereof.

#### Section 7.5 LETTER OF CREDIT

(a) In addition to the performance bond herein required, the Licensee shall maintain at its own expense an irrevocable and replenishable documentary letter of credit from a financial institution in the amount of fifteen thousand dollars (\$15,000.00). The form and content of such letter of credit shall be reasonably approved by the Issuing Authority prior to the effective date of this Renewal License. The letter of credit shall be used to insure the faithful performance by the Licensee of all material provisions of this Renewal License and compliance with all material orders, permits and directions of any office of the Town having jurisdiction over its acts or defaults under this Renewal License, and the payment by the Licensee of any claim, liens, fees or taxes due the Town which arise by reason of the construction, operation or maintenance of the system.

(b) Withdrawals notwithstanding, the letter of credit shall be maintained at all times that this Renewal License is in effect at fifteen thousand dollars (\$15,000.00), i.e. even if amounts have been withdrawn pursuant to subsection (a) or (c) of this section.

(c) If the Licensee fails to pay to the Issuing Authority any compensation or

payments within the time fixed herein; or fails, after thirty (30) days notice to pay to the Issuing Authority any fees, taxes or penalties due and unpaid or fails to repay the Issuing Authority within thirty (30) days of its demand any damages, costs or expenses which the Issuing Authority is compelled to pay by reason or any default of the Licensee in connection with this Renewal License; or, fails, after thirty (30) days notice of such failure by the Issuing Authority, or such longer period as is reasonably necessary as determined by the Issuing Authority, to comply with any material provision of this Renewal License or to effect a cure, the Issuing Authority may, in its discretion, withdraw funds from the Letter of Credit upon the following conditions:

1. The Issuing Authority must indicate in the correspondence by which it initially notifies the Licensee of the default for which damages are sought that failure to cure the act or omission within thirty (30) days or such longer period as is reasonably required may result in a withdrawal from the letter of credit. In this correspondence, the Issuing Authority shall also indicate the basis upon which it believes the Licensee is in default, identify the applicable License sections, and shall provide copies of documents upon which it relies, and shall describe in reasonable detail any other evidence or testimony on which it may rely.

2. That upon the expiration of said thirty (30) day period, the Issuing Authority has provided written notice to the Licensee of the amount to be withdrawn and specified the reasons such amount is due. Such notice shall also provide that at Licensee's request, a meeting with the Issuing Authority shall be held, after which, if the matter remains unresolved, there shall be a hearing on the matter will be held by the Issuing Authority prior to the withdrawal of any assessment of damages. At such hearing the Licensee may call witnesses, may present testimony as to why damages should not be assessed, and may cross-examine all witnesses under oath. After the conclusion of said hearing, the Issuing Authority shall issue a written public statement as to its decision, including detailed findings setting forth all facts



which it believes supports its decision to assess or not to assess damages.

3. If Licensee effects a cure to a license breach after notice from the Issuing Authority, no damages shall be drawn from the Letter of Credit. However, if Licensee fails to affect such cure, damages will be assessable from the date of notice by the Issuing Authority.

Any decision of the Issuing Authority to assess damages under the Letter of Credit may be appealed to any court of competent jurisdiction. Any such appeal of the Issuing Authority decision shall not result in a mandatory stay of the Issuing Authority's right to withdraw from the Letter of Credit, however, any funds drawn by the Town pursuant to such Letter of Credit shall be held in escrow pending an appeal.

(d)The rights reserved to the Issuing Authority with respect to the Letter of Credit are in addition to all other rights of the Issuing Authority, whether reserved by this Renewal License or authorized by law, and no action, proceeding or exercise of a right with respect to such Letter of Credit shall affect any other right the Issuing Authority may have.

(e)If actual damages for the material breach of any of the provisions of this Renewal License are not specified elsewhere in this Renewal License or cannot be specifically ascertained, damages shall be chargeable to the Letter of Credit, as provided in subsection (c) of this section, as follows:

1) For failure to complete system upgrade construction, if any, in accordance with the terms of the License, unless the delay is due to the occurrence of conditions beyond the Licensee's control, the Licensee shall pay three hundred dollars (\$300.00) per day for each day, or part thereof that the deficiency continues after the expiration of the thirty (30) day period specified in Section 7.4(c)(2) above.

2) For a pattern of repeated failure, in the normal course of business, to respond to 90 percent of all service calls received in a quarterly (three month) period within the time period specified in Section 6.2(b), one hundred dollars (\$100.00) for each percentage point below 90 percent after the expiration of the thirty (30) day period specified in Section 7.4(c)(2) above.

3) For any breach of the material terms of the License pertaining to Customer Service, unless otherwise indicated, the Licensee shall pay one hundred dollars (\$100) per occurrence, after a pattern of non-compliance has been established and after the expiration of the thirty (30) day period specified in Section 7.4(c)(2) above.

4) For any other breach of a material term of this Renewal License, the Licensee shall pay one hundred dollars (\$100) per occurrence for the first occurrence in any calendar year, and two hundred dollars (\$200) for each subsequent breach of the same License term and after the expiration of the thirty (30) day period specified in Section 7.4(c)(2) above.

(f) Each breach of a particular provision shall be considered a separate violation for which separate liquidated damages are imposed.

(g) Should the Issuing Authority fully collect liquidated damages for a particular breach or violation, and the opportunity for all appeals have been exhausted, the collection of such liquidated damages shall be deemed to be the exclusive remedy for that particular breach (without prejudice as to any right the Town may have to seek injunctive relief to stop continuation of future violations), and such breach may not be relied upon in any revocation or renewal proceeding concerning this Renewal License. If, however, the Issuing Authority collects full liquidated damages for three or more similar license breaches or violations, then evidence of such breaches as well as subsequent breaches may be used in any revocation or renewal proceeding concerning this Renewal License.

Section 7.6 ADMINISTRATION OF THE CABLE SYSTEM:

FAIRHAVEN CABLE ADVISORY COMMITTEE

At the discretion of the Issuing Authority, the Fairhaven Cable Advisory Committee may be created and vested by the Issuing Authority with such power and authority as may lawfully be provided.

(a) The Issuing Authority and/or its designee(s) shall be responsible for the day to day regulation of the Cable Television System. The Issuing Authority and/or the Fairhaven Cable Advisory Committee shall monitor and enforce the Licensee's compliance with the terms and conditions of this Renewal License.

(b) The Licensee shall meet with the Issuing Authority or the Fairhaven Cable Advisory Committee to review the Licensee's compliance to the License as well as any other issues related to this Renewal License. Such meetings may be requested by the Issuing Authority, the Fairhaven Cable Advisory Committee or the Licensee which shall be conducted in accordance with M.G.L. 32A, 32B and 32C; the "open meeting laws".

Section 7.7 INFORMATION REQUESTS AND

RIGHT TO INSPECT RECORDS AND FACILITIES

(a) Where the Issuing Authority has a reasonable basis for believing that Licensee may not be in compliance with the License, upon request of the Issuing Authority (which request shall set forth in detail the facts upon which said reasonable belief is based), the Licensee shall within thirty (30) days or longer if mutually agreed, submit to the Town any information regarding the Licensee, its business and operations, or any Affiliated Person with respect to the Cable System, unless deemed proprietary, privileged or commercially sensitive by the Licensee, in such form and containing such detail as may be specified by the Issuing Authority pertaining to the subject matter of this Renewal License which may be reasonably required to refute the allegation of non-compliance with this Renewal License.

(b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary, privileged or commercially sensitive information, then the Licensee shall submit the information to its counsel, who shall confer with the Town Counsel for a determination of the validity of the Licensee's position. If the Town Counsel agrees that the material is of a proprietary, privileged or commercially sensitive nature, the information furnished shall not be submitted to the Issuing Authority and shall not be made a public record, but the Licensee shall make it available to the Issuing Authority, at times convenient for both parties. If the Town Counsel finds that the material is not of a proprietary, privileged or commercially sensitive nature, either the Licensee's counsel or Town Counsel may initiate mediation by a mutually acceptable third party, and the failure to provide the disputed information shall not be deemed to be a breach or violation of Licensee's obligations.

(c) Where the Issuing Authority has a reasonable basis for believing that Licensee may not be in compliance with the License, upon reasonable notice, the Issuing Authority may visit the places of business and other premises and examine the records and facilities of the Licensee to determine if all rules, regulations and orders of the Town, all provisions of this Renewal License and all other legal requirements are being complied with.

#### Section 7.8 NON-PERFORMANCE BY THE LICENSEE

The payment of damages for violations under this Renewal License shall not be deemed to excuse the violation.

#### Section 7.9 LICENSE FEE ENTITLEMENT

(a) Subject to applicable law, Licensee shall, on or before March 15th of each year, submit a license fee to the Issuing Authority as provided in Section 9 of Chapter

166A of the Massachusetts General Laws. The number of subscribers, for purposes of this section, shall be calculated on the last day of each year.

(b) To the extent permitted by federal law, the Issuing Authority may require prepayment of a portion of license fees payable under M.G.L. Ch. 166A, sec. 9, or funds provided for in Section 4.2 in the first year of this Renewal License, not to exceed twenty thousand dollars (\$ 20,000.00) and payable to a designee of the Issuing Authority for expenses related to cable administration.

#### Section 7.10 NOTICE OF COMPLAINT PROCEDURE

Licensee's rate card shall include information about complaint procedures and shall supply a phone number for the Issuing Authority in the event a subscriber believes a complaint has not been resolved satisfactorily by Licensee.

#### Section 7.11 SUBSCRIBER AND USER COMPLAINTS

Licensee shall keep all written complaints it receives on file in its local business office for a minimum of two (2) years after receipt.

#### Section 7.12 SUBSCRIBER COMPLAINT REPORT

The Licensee shall submit completed copies of Commission Forms as required by 207 CMR 7.02 (current copies of which are attached for informational purposes as Schedule 7.12) to the Issuing Authority, or its designee. Should the Commission eliminate its complaint reporting system, the Issuing Authority may require Licensee to furnish equivalent data.

#### Section 7.13 COMPLAINT AND SERVICE INTERRUPTION REPORTS

Licensee shall, within ten (10) days after receiving a request therefor, send a written report to the Issuing Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken.

#### Section 7.14 INITIAL PERFORMANCE TESTS

Attached hereto, as Schedule 7.14 for informational purposes only, is a copy of the FCC regulations, Part 76, Subpart K, Section 76.601, relating to technical testing.

Upon written request of the Issuing Authority, the results of any performed thereunder will be made available to the Issuing Authority.

#### Section 7.15 QUALITY OF SERVICE

Where there exists evidence which, in the reasonable judgment of the Issuing Authority casts doubt upon the reliability or technical quality of cable service(s), after notice (which written notice shall contain all evidence upon which the Issuing Authority bases its belief) to the Licensee and a reasonable opportunity to cure, the Issuing Authority shall have the right and authority to require the Licensee to test, analyze and report on the performance of the Cable Television System. The Licensee shall fully cooperate with the Issuing Authority in performing such testing and shall prepare the results and a report, if requested, within thirty (30) days after notice for the same. Such report shall include the following information:

- (a) the nature of the complaint or problem which precipitated the special tests;
- (b) the system component tested;
- (c) the equipment used and procedures employed in testing;
- (d) the method, if any, in which such complaint or problem was resolved;
- (e) any other information pertinent to said tests and analysis which may be required.

The Issuing Authority may require in writing said tests/inspections be supervised by a mutually agreed upon professional engineer, at terms satisfactory to both the Town and the Licensee, who is not an employee or agent of the Licensee or the Town. The Licensee shall pay for the reasonable costs of said engineer only if the tests performed show that the Licensee is not in compliance with the technical standards in this Renewal License.

#### Section 7.16 FINANCIAL REPORTS

In accordance with General Law c. 166A, Section 8, The Licensee shall furnish the Issuing Authority, or its designee(s) no later than one hundred twenty (120) days after the end of Licensee's Fiscal Year, those forms which are required to be filed as prescribed in 207 CMR § 7.02.

In the event that the Town or its designee receives a percentage License Fee pursuant to applicable law, the Licensee shall furnish the Issuing Authority and/or its designee(s), no later than one hundred and twenty (120) days after the end of the Licensee's Fiscal Year, a Statement of Gross Annual Revenues, including:

- (i) All subscriber revenues, including but not limited to, regular basic service charges, pay programming charges, pay-per-view revenues, installation revenues (including reconnection, second set, etc.), advertising revenues, leased access revenues, home shopping services revenues and any other revenues.

- (ii) Any other reports required by State and/or federal law pertaining to its gross revenues.

#### Section 7.17 NUMBER OF SUBSCRIBERS

Licensee shall file with the Issuing Authority a report containing the number of subscribers. Said report shall be filed annually with the Financial Reports required pursuant to Section 7.17 above.

#### Section 7.18 NON-EXCLUSIVITY OF REMEDY

Except as provided for in Section 7.4, no decision by the Issuing Authority or the Town to invoke any remedy under this Renewal License or under any statute, law or by-law shall preclude the availability of any other such remedy.

#### Section 7.19 DUAL FILINGS

If requested, the Licensee shall make available to the Town, and copy at the Licensee's expense, copies of any petitions or communications with any State or federal agency or commission pertaining to any material aspect of the Cable

Television System operation hereunder which is not considered proprietary or privileged.

Where either the Issuing Authority or the Licensee requests from any state or federal agency or commission a waiver or advisory opinion pertaining to the Cable Television System, it shall immediately notify the other party in writing of said request, petition or waiver.

#### Section 7.20 INVESTIGATION

The Licensee shall cooperate fully and faithfully with any lawful investigation, audit, or inquiry conducted by a Town governmental agency, so long as the investigation, audit or inquiry is for the purpose of establishing the Licensee's compliance with its obligations pursuant to this Renewal License and applicable law and does not conflict with information that is proprietary or privileged. If there is a dispute concerning proprietary or privileged information the parties shall avail themselves of the procedures in Section 7.7 of this Renewal License.

#### Section 7.21 REVOCATION OF RENEWAL LICENSE

This Renewal License may be revoked by the Issuing Authority, to the extent permitted by law. Any such revocations of this Renewal License shall be ordered after a public hearing by the Issuing Authority subject to the appeals provisions of General Law c. 166A, Section 14, or any other rights available to the Licensee.



ARTICLE 8  
GENERAL PROVISIONS

Section 8.1 ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally but only by instrument in writing executed by the parties.

Section 8.2 CAPTIONS

The captions to sections throughout this Renewal License are intended solely to facilitate reading and reference to the sections and provisions of this Renewal License. Such captions shall not affect the meaning or interpretation of this Renewal License.

Section 8.3 SEVERABILITY

If any section, sentence, paragraph, term or provision of this Renewal License is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision thereof, all of which shall remain in full force and effect for the term of this Renewal License.

Section 8.4 FORCE MAJEURE

If for any reason of force majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this Renewal License, the term "force majeure" as used herein shall have the following meaning: strikes; acts of God; acts of public enemies, orders of any kind of the government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides;

lightning; earthquakes; fires, hurricanes; volcanic activity; storms; floods; washouts; droughts; arrests; civil disturbances; explosions; partial or entire failure of utilities; and unavailability of essential equipment, services and/or materials and/or any other cause or event beyond the control of the disabled party.

#### Section 8.5 ACTS OR OMISSIONS OF AFFILIATES

During the term of this Renewal License, the Licensee shall be liable for the acts or omissions of its Affiliates while such Affiliates are involved directly or indirectly in the construction, installation, maintenance or operation of the Cable Television System as if the acts or omissions of such Affiliates were the acts or omissions of the Licensee.

#### Section 8.6 LICENSE EXHIBITS

The Schedules or Exhibits to this Renewal License, attached hereto, and all portions thereof, are incorporated herein by reference and expressly made a part of this Renewal License except as otherwise provided herein, provided, however, that exhibits for informational purposes are not incorporated as obligations of the Licensee, and exhibits containing copies of State or Federal laws or regulations shall not be deemed to supersede subsequent changes in such laws or regulations.

#### Section 8.7 WARRANTIES

(a) The Licensee warrants, represents and acknowledges that, as of the Execution date of this Renewal License:

(1) The Licensee is duly organized, validly existing and in good standing under the laws of the State;

(2) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the execution date of this Renewal License, to enter into and legally bind the Licensee to this Renewal

License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License;

(3) This Renewal License is enforceable against the Licensee in accordance with the provisions herein; and applicable laws and regulations of the federal and state government and of the Issuing Authority.

(4) There is no action or proceedings pending or threatened against the Licensee which would interfere with performance of this Renewal License.

(b) The Issuing Authority warrants, represents and acknowledges that, as of the Execution date of this Renewal License, it has complied fully with the laws and regulations applicable to the granting of renewal licenses.

#### Section 8.8 STATEMENT OF THE LICENSEE

By executing this Renewal License, the Licensee represents that:

(a) None of the officers, directors or general partners of the Licensee have any relation or interest in any local broadcast station or telephone company that would be in violation of any Section of the Cable Act.

#### Section 8.9 APPLICABILITY OF LICENSE

All of the provisions in this Renewal License shall apply to the Town, the Licensee, and their respective successors and assigns.

#### Section 8.10 REMOVAL OF ANTENNAS

To the extent required by Massachusetts law, Licensee shall not remove any television antenna of any subscriber but shall, at cost plus a reasonable return on investment as allowed by applicable law, offer to said subscriber and maintain an adequate switching device ("A/B Switch") to allow said subscriber to choose between cable and non-cable television reception.

#### Section 8.11 SUBSCRIBER TELEVISION SETS

To the extent prohibited by law, Licensee shall not engage directly or indirectly in

the business of selling or repairing television or radio sets; provided, however, that Licensee may make adjustments to television sets in the course of normal maintenance.

#### Section 8.12 COST OF PUBLICATION

Licensee shall assume all costs for the publication, printing and distribution of this Renewal License, to a limit of fifteen (15) copies.

#### Section 8.13 JURISDICTION

Exclusive jurisdiction and venue over any dispute or judgment rendered pursuant to any Article herein involving an issue arising hereunder shall be in a court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts, or other competent agency, and the parties by this instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit arising in connection with the entry of such judgment.

#### Section 8.14 NOTICE

Every notice to be served under this Renewal License shall be delivered in hand or sent by certified mail (postage prepaid), shall be deemed to have been given on the date of hand delivery or on the mailing date thereof and shall be addressed as follows:

1. To the Issuing Authority:

Board of Selectmen

Town Hall

40 Center Street ~~101 Main Street~~

Fairhaven, MA 01721

or such other address as the Issuing Authority may specify in writing to the Licensee.

2. To the Licensee:

President, Greater Boston Division  
Time Warner Cable  
300 Commercial Street  
Riverview Park, Suite 12  
Malden, Mass. 02148

or such other address as the Licensee may specify in writing to the Issuing Authority.

Whenever notice of any public meeting relating to the Cable Television System is required by law, regulation or this Renewal License, upon reasonable written notice by the Town, the Licensee shall publish or cause to be published notice of same, sufficient to identify its time, place and purpose, in a Fairhaven newspaper of general circulation once in each of two (2) successive weeks, the first publication being not less than fourteen (14) days before the day of any such hearing.

Section 8.15 TOWN'S RIGHT OF INTERVENTION

The Town may intervene in any suit, action or proceeding involving this Renewal License, or any provision in this Renewal License, as allowed by applicable law; provided, however that this section shall not restrict the right of the Licensee to oppose such intervention, pursuant to applicable law.

Section 8.16 TERM

All obligations of the Licensee and the Issuing Authority set forth in this Renewal License, except as set forth herein differently, shall commence upon the Effective Date of this Renewal License and shall continue for the term of the License except as expressly provided for herein.

**Schedule  
4.1 (e)**

**Video Productions and Editing Curricula**

**Schedule  
4.1 (f)**

**Fairhaven/Acushnet Studio Equipment Inventory**

## SCHEDULE

### 4.1 (f)

#### EXISTING STUDIO INVENTORY

##### Fairhaven/Acushnet Studio Equipment

##### Control Room:

<u>Quantity</u>	<u>Description</u>
3	13" Color Monitors - Sony
1	13" Color Monitor - Panasonic
5	6" Black and White Monitors - Panasonic
1	3/4" # 9850 Deck - Sony
1	3/4" # 9800 Deck - Sony
1	# 200 TBC - Fora
2	CCU # M5 - Sony
1	CCU # 1800 w/ CMA 7 - Sony
1	Wave Monitor - Hitachi
1	SEG # 2000A Switcher - Sony
1	RM # 450 Edit Board - Sony
2	Audio Mixers - Panasonic
1	# 220 Video Typewriter - Fora
3	6 Input Switcher - Pelco
1	VDS System ( Bulletin Board)
1	# CD 200 CD Player - Radio Shack
1	# SCT 45 Dual Cassette Deck - Radio Shack
1	# STA 300 Stereo Amplifier w/ 4 Speakers - Radio Shack
2	# BRS 605 UB SVHS Playback Decks - Panasonic
1	# 1960 SVHS Deck Playback - Panasonic
1	Auto Show System (Automatic Playback) - Techtronics

##### Studio:

2	# 327 Cameras w/viewfinders/lenses Remote - Sony
2	# 3066 Tripods with Dollies - Bogen
1	# 325 Camera - Sony
1	Portable Tripod - Bogen
1	Audio Junction Box (6 inputs) - VJ Electronics
6	Audio Technica Mikes - Lavalier



1                      4' Round Table  
SCHEDULE

4.1 (f)

EXISTING STUDIO  
INVENTORY

Fairhaven/Acushnet Studio Equipment

Studio Continued:

4	Studio / Office Chairs
10	Steel Folding Chairs
2	8' Folding Tables
300'	12 pin Cables (various lengths)
4	Key Lights
2	Fill Lights
3	Backdrop Lights
1	50' x 10' Blue Backdrop Curtain
1	18' Ladder
6	4' x 4' Portable Platforms
4	# DR100 Headsets

**Schedule  
4.1 (g)**

**Fairhaven/Acushnet  
Portable Production Equipment Inventory**

## SCHEDULE

4.1 (g)

### EXISTING PORTABLE PRODUCTION EQUIPMENT INVENTORY

#### Mobile Production Van:

1	1982 Econoline Van - Ford
1	2000 Watt Generator - Onan
1	Switcher - Panasonic
1	Audio Mixer (5 inputs) - Shure
2	6" Color Monitors - Panasonic
2	6" Black and White Monitors - Panasonic
1	Modulator (for live cablecasting)
2	150" (approx.) Reels 12 pin cable (each)
1	3/4" Portable Deck - Panasonic
1	# AG455 SVHS Camcorder - Panasonic
1	Portable Light Kit (3 lights)
6	25' XLR Audio Cables
1	400' XLR Audio Cable and Reel

**Schedule  
4.6 (b)**

**I-Net Locations**

Fairhaven  
I-Net Locations

Location

Hastings Middle School

Fairhaven High School

St. Joseph School

Wood School

Rodger School

East Fairhaven School

Town Hall Fairhaven

~~M~~Nillicent Library

~~St.~~ Anthony School

Board of Public Works Building - Fairhaven

Fairhaven Football Stadium

**Schedule  
4.8**

**I-Net  
Remote Origination Locations**

Fairhaven

Remote Origination Locations

Location

Hastings Middle School

Fairhaven High School

St. Joseph School

Wood School

Rodger School

East Fairhaven School

Town Hall Fairhaven

~~M~~illicent Library

~~St.~~ Anthony School

**Schedule  
5.2**

**Initial Subscriber Rates**



## **Schedule**

### **5.4**

#### **Programming Broad Categories**

## **Programming Broad Categories**

Broadcast Stations	Children's
Contemporary Music	Sports
News	General
Entertainment	
Ethnic and Minority Interest	Pay TV Services
Shopping Services	Lifestyle/Leisure
Educational	Science
Business	Weather
Health	

**Schedule**

**5.5**

**Initial Programming**

## **Schedule**

### **6.9**

#### **Billing and Termination**

## **Schedule**

### **7.12**

#### **207 CMR 7.02 MCTVC Forms**

## **Schedule**

### **7.14**

#### **FCC Technical Standards**

SIGNATURE PAGE

In Witness Whereof, this Renewal License is hereby issued by the Board of Selectmen of the Town of Fairhaven, Massachusetts, as Issuing Authority, and all terms and conditions are hereby agreed to by Cablevision Industries Corporation, Time Warner Entertainment Company, LP; Managed by Carol Hevey, President, Greater Boston Division.

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The Town of Fairhaven, MA

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Time Warner Cable  
Carol A. Hevey  
Division President

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Witnessed By:

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Witnessed By:  
Nick Leuci